



CITY OF HAVERHILL CITY COUNCIL AGENDA

Tuesday, December 1, 2015 at 7:00 PM
City Council Chambers, Room 202

1. APPROVAL OF RECORDS OF THE PREVIOUS MEETING

2. ASSIGNMENT OF THE MINUTES REVIEW FOR THE NEXT MEETING

3. COMMUNICATIONS FROM THE MAYOR

NO SCHEDULE

4. COMMUNICATIONS AND REPORTS FROM CITY OFFICERS AND EMPLOYEES

4.1. Communication from City Solicitor William Cox requesting to provide update on litigation between City and Continental Wingate development Co for Congregate Care Housing, North Avenue

4.2. Communication from City Tree Warden announcing a Public Shade Tree Hearing scheduled for December 9 2015 at 7 PM, City Hall, 4 Summer st; Room 301, regarding an application from National Grid to remove hazard trees or prune shade trees for additional clearance to reduce tree outage problems; with list of trees designated available at Department of Public Works, 500 Primrose st, during normal business hours

Attachments

5. UTILITY HEARING(S) AND RELATED ORDER(S)

NO SCHEDULE

6. APPOINTMENTS

Confirming Appointments

6.1 Mike Lyons – *Bradford Common Historic District Commission*

To Be Confirmed

6.2 Joyce Marzioli – *Bradford Common Historic District Commission* ; Alternate
both to expire December 1 2018

To Be Confirmed

Non-confirming Appointment

NO SCHEDULE

Resignations:

NO SCHEDULE

7. PETITIONS:

NO SCHEDULE

8. APPLICATIONS/HANDICAP PARKING SIGNS

8.1. Application from Richard Hatch of 4 Westford St for Handicap parking sign
Has Police approval

Attachment



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City Council Chambers, Room 202

9. ONE DAY LIQUOR LICENSES

9.1. ONE DAY BEER AND WINE LICENSE

Brenda De La Cruz, All Alcoholic for birthday party, at Winnekenni Castle, Thursday, December 31st,
8:00 pm – 12:30am

Has Police and License Comm. approval

Attachment

10. APPLICATIONS FOR PERMIT

10.1. APPLICATION FOR ROAD RACE

LOCO Sports, Inc – December 12, 2015; 9:30 AM – 12 Noon; Start/Finish in Atkinson NH - in
Haverhill for approx. 2.5 miles

Has Police approval

Attachment

11. TAG DAYS

NO SCHEDULE

12. ANNUAL LICENSE RENEWALS:

ROLLER SKATING RINK

NO SCHEDULE

POOL TABLES

NO SCHEDULE

BOWLING

NO SCHEDULE

Sunday Bowling

NO SCHEDULE

BUY & SELL SECOND HAND CLOTHING

NO SCHEDULE

BUY & SELL SECOND HAND ARTICLES

NO SCHEDULE

JUNK DEALER

NO SCHEDULE

BUY & SELL OLD GOLD

NO SCHEDULE

PAWNBROKER

NO SCHEDULE

LIMOUSINES

Haverhill Taxi LLC Wisvel Joseph 5 Vehicles at 114 Pilling st
Has Police approval

Attachment

AUCTIONEER

NO SCHEDULE

Coin-ops

12.1 *Market Basket*, 2 Water st 2 machines



CITY OF HAVERHILL CITY COUNCIL AGENDA

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Sunday License

12.2 *Market Basket*, 2 Water st 2 Sunday machines Attachment

13. HAWKER/PEDDLER: NO SCHEDULE

14. DRAINLAYER 2015 LICENSE:

14.1 John L Enos *new* Attachment

15. HEARINGS AND RELATED ORDERS:

15.1. Document 127: Application from Melissa Millman, project manager, for applicant Boston Andes Capital LLC; requesting Modification of a Special Permit originally granted in 1987; for Viewpoint at Bixby Crossing; at 170 Washington St. Attachment

16.0 Petitions from City Engineer, John Pettis for City of Haverhill requesting Hearings for *Acceptance* of the following streets as *Public Ways*: ***postponed from November 10th***

16.1 Document 113: Hearing for *Mayflower Lane*

16.1.1 Document 113-B: Order – accept *Mayflower Lane* as a Public Way

16.2 Document 114: Hearing for *Hammond Farm Road*

16.2.2 Document 114-B: Order – accept *Hammond Farm Road* as a Public Way

16.3 Document 115: Hearing for *Ruth Circle*

16.3.3 Document 115-B: Order – accept *Ruth Circle* as a Public Way

16.4 Document 116: Hearing for *Old Yankee Road*

16.4.4 Document 116-B: Order- accept *Old Yankee Road* as a Public Way

16.5 Document 117: Hearing for *Crystal Court*

16.5.5 Document 117-B: Order – accept *Crystal Court* as a Public Way Attachments
Favorable recommendation for all from Planning Board & Director

17 NEW BUSINESS

17.1 Order - authorizing the Purchasing department to proceed with the final disposition of surplus equipment, plus all system appurtenances, from the Wastewater and CDBG departments Attachment

17.2 Order - authorizing the Mayor to purchase on behalf of the city of Haverhill for the land by the Merrimack River from the Boston and Maine Corporation for \$125,000 to extend the Bradford rail trail and further authorize the Mayor to execute and all other documents as required to complete the purchase
related communication from Mayor Fiorentini Attachment



CITY OF HAVERHILL CITY COUNCIL AGENDA

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City Council Chambers, Room 202

17B. ORDINANCES (FILE 10 DAYS)

NO SCHEDULE

18 UNFINISHED BUSINESS OF PRECEDING MEETINGS:

18.1 **Document 77-D**- Ordinance re: Vehicles and Traffic; Amend City Code Chapter 240-92 Schedule I:
Mandatory Turns: Location of South Main st to Salem st Intersection

filed October 27 2015

Related communication from City Engineer John Pettis

18.2 **Document 52-N** Ordinance re: Parking- 26 Portland st – Delete Handicap Parking
filed November 10 2015

Attachments

19 COMMUNICATIONS FROM COUNCILLORS

19.1 Communication from Councillor Macek requesting discussion relative to public safety and traffic concerns along Mill St from Arlington St down to intersection of Mill st and Boardman St and along Boardman St up to Golden Hill Ave.

19.2 Communication from Councillor Macek requesting discussion regarding potential changes for 2016 disposal of trash, recycling and bulk items.

19.3 Communication from Councillor Sullivan requesting discussion about homelessness in Haverhill.

19.4 Communication from Councillor Barrett requesting discussion about traffic lights on Broadway near former Regan Ford, now known as *AutoFair Ford* of Haverhill.

Attachments

20 RESOLUTIONS AND PROCLAMATIONS

NO SCHEDULE

21 COUNCIL COMMITTEE REPORTS AND ANNOUNCEMENTS

22 DOCUMENTS REFERRED TO COMMITTEE STUDY

23 ADJOURN

4, 1


**CITY OF HAVERHILL
MASSACHUSETTS
CITY SOLICITOR'S OFFICE**

145 South Main Street
Bradford, MA 01835
(978) 373-2360
FAX: 978-891-5424
EMAIL: billcoxlaw@aol.com

**WILLIAM D. COX, JR.
CITY SOLICITOR**

February 24, 2015

TO: John A. Michitson, President and Members of the Haverhill City Council

FROM: William D. Cox, Jr., Esq., City Solicitor 

RE: Petition for Special Permit from Continental Wingate Development Co. for Congregate Care Housing, North Avenue

With regards to a question posed as to the zoning use listed on the above applicant's petition for a special permit to the Haverhill City Council, be advised that I have reviewed the matter with the Building Inspector.

Mr. Osborne advises that for every application he receives he reviews the representations of the petitioner and then makes an independent decision as to whether the use listed for the proposed permit is accurate. In this particular case, Mr. Osborne feels that a correct determination was made by him at the time of application and I concur.

As always, I remain available should you have any further questions or concerns.

cc: James J. Fiorentini, Mayor
Richard Osborne, Building Inspector

4.2

**City of Haverhill
Tree Warden
NOTICE OF PUBLIC HEARING**

In accordance with Massachusetts General Laws (MGL), Chapter 87, Public Shade Tree Law, Section 3 (Cutting of Public Shade Trees; Hearing; Damages), the City of Haverhill Tree Warden will hold a Public Hearing regarding an application from National Grid to remove or prune public shade trees on **December 9, 2015 at 7:00 P.M.** at City Hall, Room 301, 4 Summer Street, Haverhill. Any person interested or wishing to be heard on this matter should appear at the time and place designated.

The program included a tree-by-tree hazard assessment of public and private trees, along the main three-phase lines which serve the community. The work is recommended to remove hazard trees and prune for additional clearance in order to reduce tree outage problems affecting large numbers of customers served by these main lines. National Grid's arborists have identified thirteen (13) city trees for removal and one (1) city tree for pruning. City trees located within the public way that are designated for removal have been posted with a notice of public hearing in the field. Trees designated for pruning have been marked with a small blue ribbon.

The roads with city trees affected by the program are listed here: Kenoza Street – 7 removals, Groveland Street – 1 removal, Golden Hill Avenue – 3 removals, Boardman Street – 2 removals and 1 trim.

A complete list of city trees designated for removal or pruning including information about the location, size and species of the affected trees and the reason for removal or pruning, is available weekdays at City Hall, Library and Department of Public Works, 500 Primrose Street, Haverhill during normal business hours or on-line at www.ci.haverhill.ma.us

City of Haverhill
Tree Warden

**City of Haverhill
(City-owned Trees)**

Town of Haverhill									
NE Hazard Tree Mitigation Program									
Hazard Tree Removal List									
Circuit #: 76L3									
Site ID	Street Name	House #	Location	Pole #	Dia.	Species	# Stem	Defect Condition	Work Proposed
MD10	Kenoza St	lot	AF	P60	14	Ash		Canopy decline	Remove
MD10	Kenoza St	lot	AF	P60	14	Ash		Canopy decline > 60%	Remove
MD12	Kenoza St	lot	AF	P60-P59	18	Ash		Fruiting bodies at base of tree	Remove
MD12	Kenoza St	lot	AF	P60-P59	42	Ash		Cavities with decay	Remove
MD14	Kenoza St	lot	AF	P43-P43	28	Ash		Canopy decline > 95%	Remove
MD14	Kenoza St	lot	AF	P43-P42	24	Ash		Canopy decline	Remove
MD14	Kenoza St	lot	AF	P43-P42	18	Ash		Canopy decline; entangled vines	Remove
MD19	Groveland St	14		P63-P64	14	Maple		Dead	Remove
MD21	Golden Hill Ave	lot	AF	P1-P2	16	Ash	2	Included bark separation	Remove
MD21	Golden Hill Ave	lot	AF	P1-P2	28	Ash		Rub wounds; loose bark	Remove
MD23	Golden Hill Ave	148	AF	P10-P9	18	Ash	2	Canopy decline	Remove
MD27	Boardman St	177		P15-P16	34	Oak		Base wound with decay	Remove
MD33	Boardman St	lot	AF	P27-P28	20	Tulip		Canopy decline; internal decay	Remove
MD33	Boardman St	lot	AF	P28-P29	28	Maple		Overhang	Trim
								Total Removals:	13
								Total Trims:	1

Linda Koutoulas

From: Callahan, Joan K. <Joan.Callahan@nationalgrid.com>
Sent: Monday, November 23, 2015 11:59 AM
To: 'cityclerk@cityofhaverhill.com'; Highway Mailbox
Cc: Deterling, Mathew; 'deterlingm@gmail.com'
Subject: RE: City of Haverhill/National Grid Hazard Tree Public Hearing Notice info
Attachments: Haverhill PH notice and tree list.pdf

To All,

Attached is a copy of the public hearing notice that I will send for publication in the Lawrence Eagle Tribune. Also attached is the list of trees.

Our arborist, Mat Deterling will be posting the city-owned trees as listed on or before November 25, 2015.

Any questions, please contact me.

Thank you!

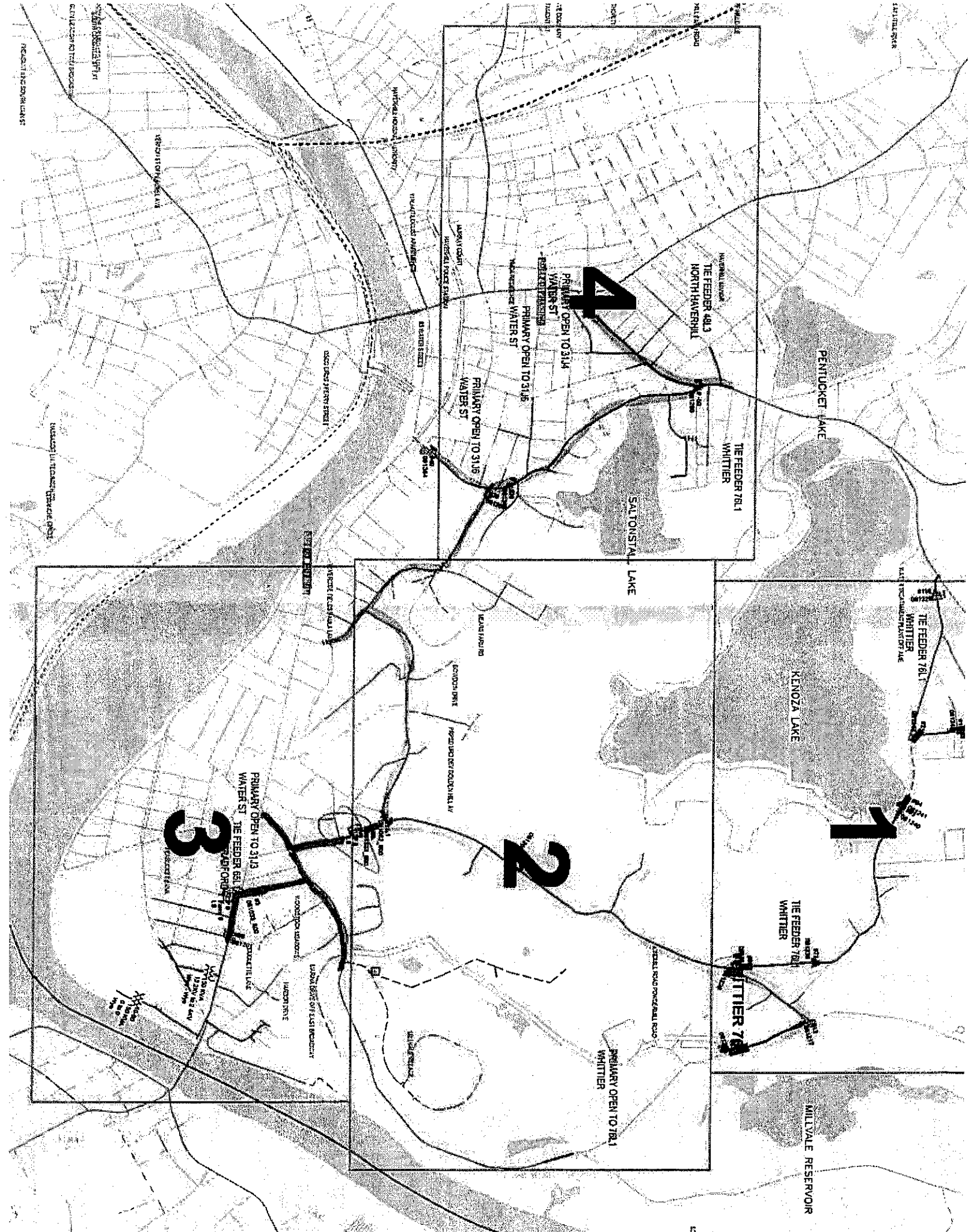
Joan Callahan
nationalgrid
Hazard Tree Mitigation Program
939 Southbridge Street
Worcester, MA 01610
508-860-6922 (office)
508-860-6616 (fax)
joan.callahan@nationalgrid.com

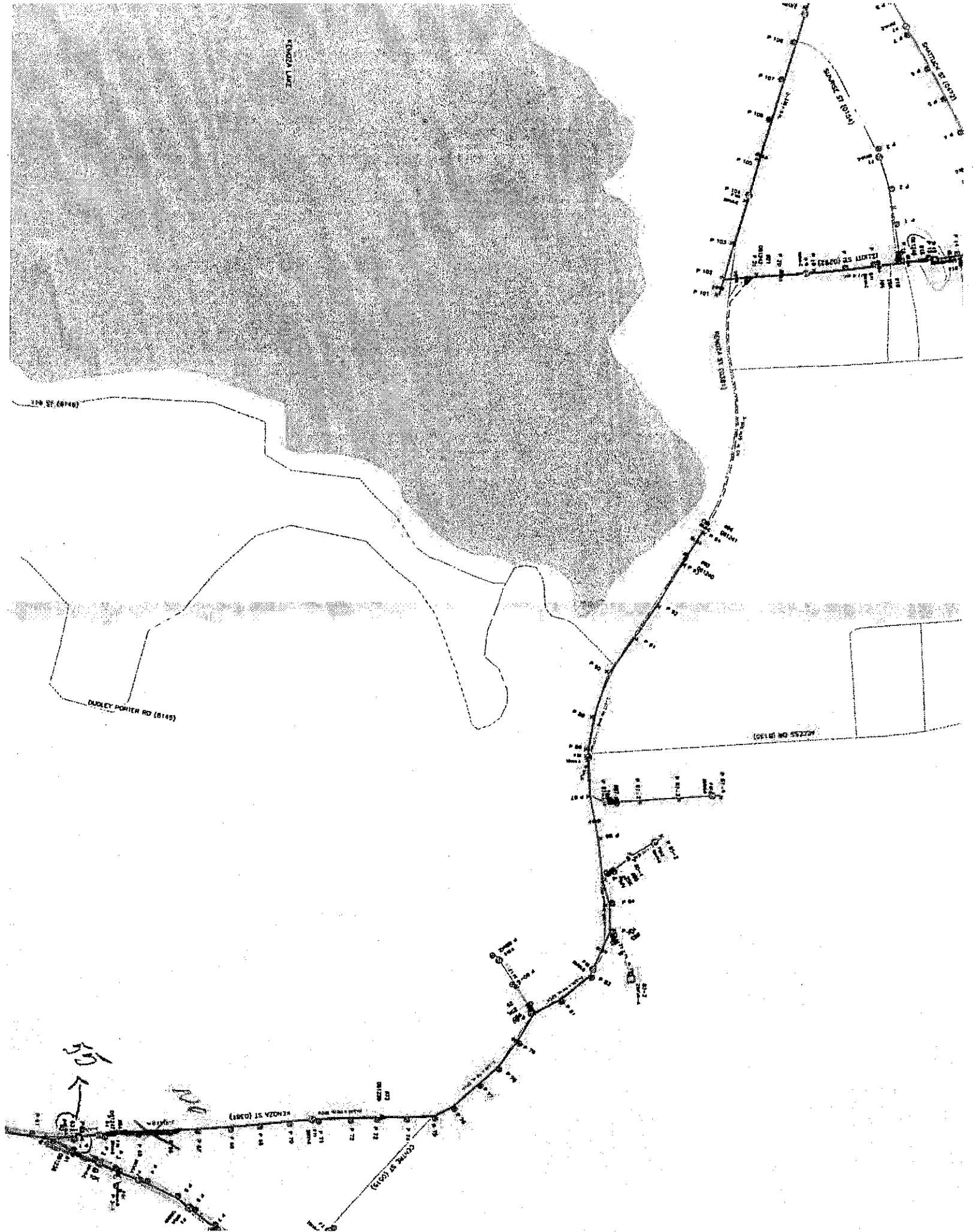
This e-mail, and any attachments are strictly confidential and intended for the addressee(s) only. The content may also contain legal, professional or other privileged information. If you are not the intended recipient, please notify the sender immediately and then delete the e-mail and any attachments. You should not disclose, copy or take any action in reliance on this transmission.

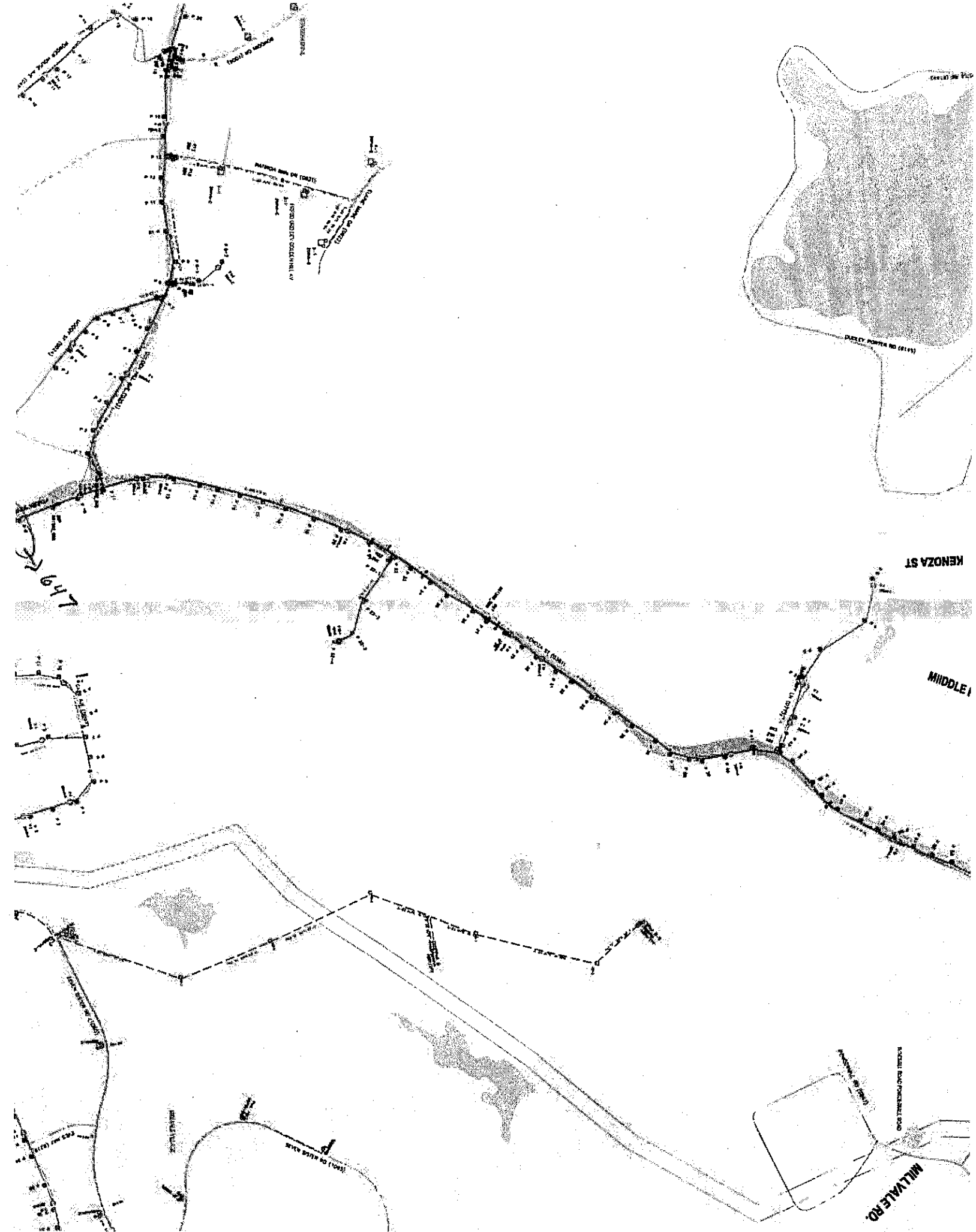
You may report the matter by contacting us via our [UK Contacts Page](#) or our [US Contacts Page](#) (accessed by clicking on the appropriate link)

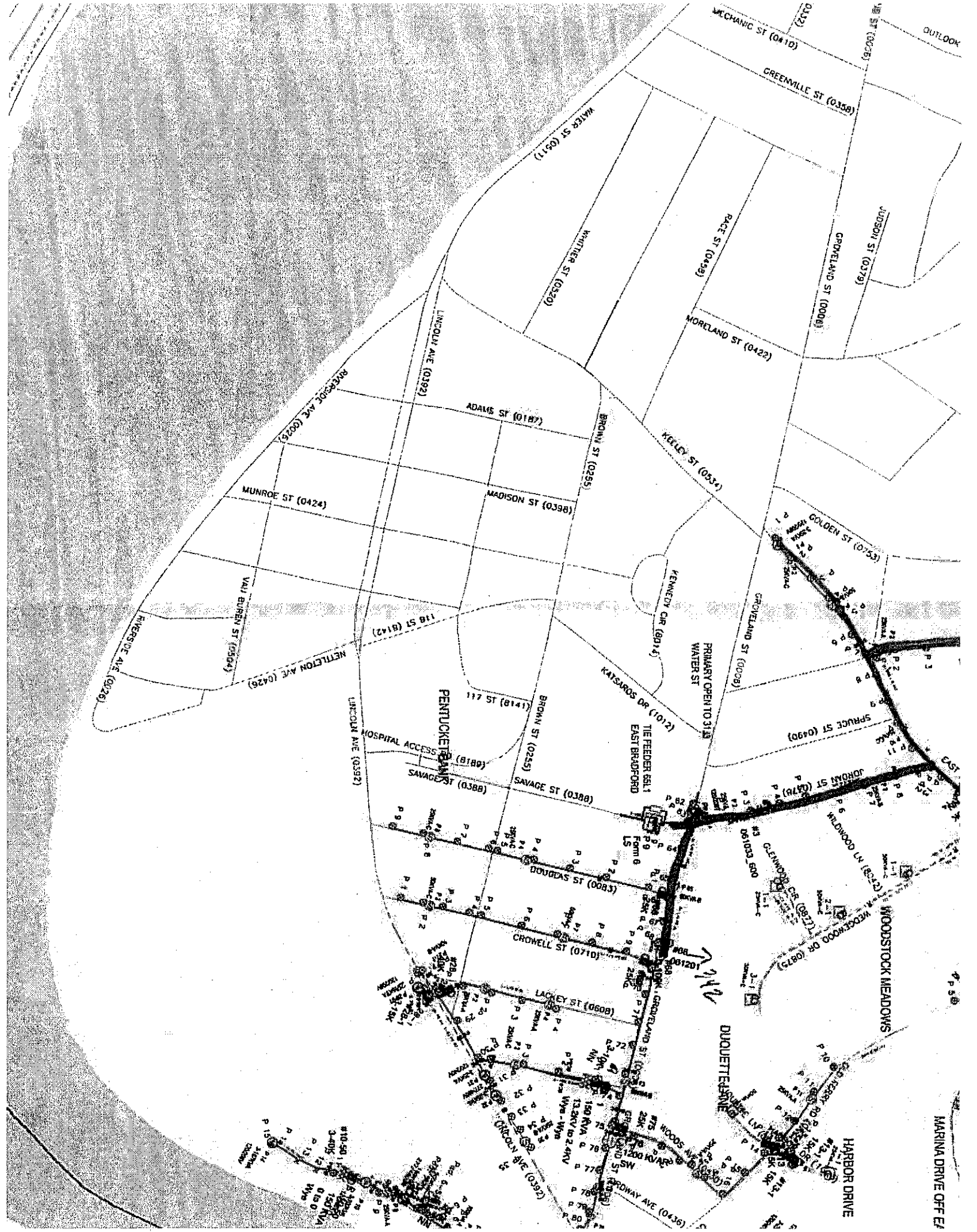
Please ensure you have adequate virus protection before you open or detach any documents from this transmission. National Grid plc and its affiliates do not accept any liability for viruses. An e-mail reply to this address may be subject to monitoring for operational reasons or lawful business practices.

For the registered information on the UK operating companies within the National Grid group please use the attached link: <http://www.nationalgrid.com/corporate/legal/registeredoffices.htm>









MARINA DRIVE OFF EA

HARBOR DRIVE

WOODSTOCK MEADOWS

DUQUETTE BLVD

PRIMARY OPEN TO 31.5

THE FEEDER S.S. 1
EAST BRADFORD

PENTUCKE TANK

HOSPITAL ACCESS

OUTLOOK

JUDSON ST (0379)

GROVELAND ST (0008)

GREENVILLE ST (0358)

PACE ST (0499)

MORELAND ST (0422)

KELLEY ST (0534)

BROWN ST (0255)

ADAMS ST (0187)

MADISON ST (0398)

MUNROE ST (0424)

VAU BURN ST (0564)

NETTLETON AVE (0426)

RIVERVIEW AVE (0026)

LINCOLN AVE (0182)

WATER ST (0511)

WHITIER ST (0250)

118 ST (0142)

117 ST (0141)

BROWN ST (0255)

SAVAGE ST (0388)

SAVAGE ST (0388)

DOUGLAS ST (0803)

CROWELL ST (0140)

LACEY ST (0608)

GROVELAND ST (0008)

WATSON ST (0123)

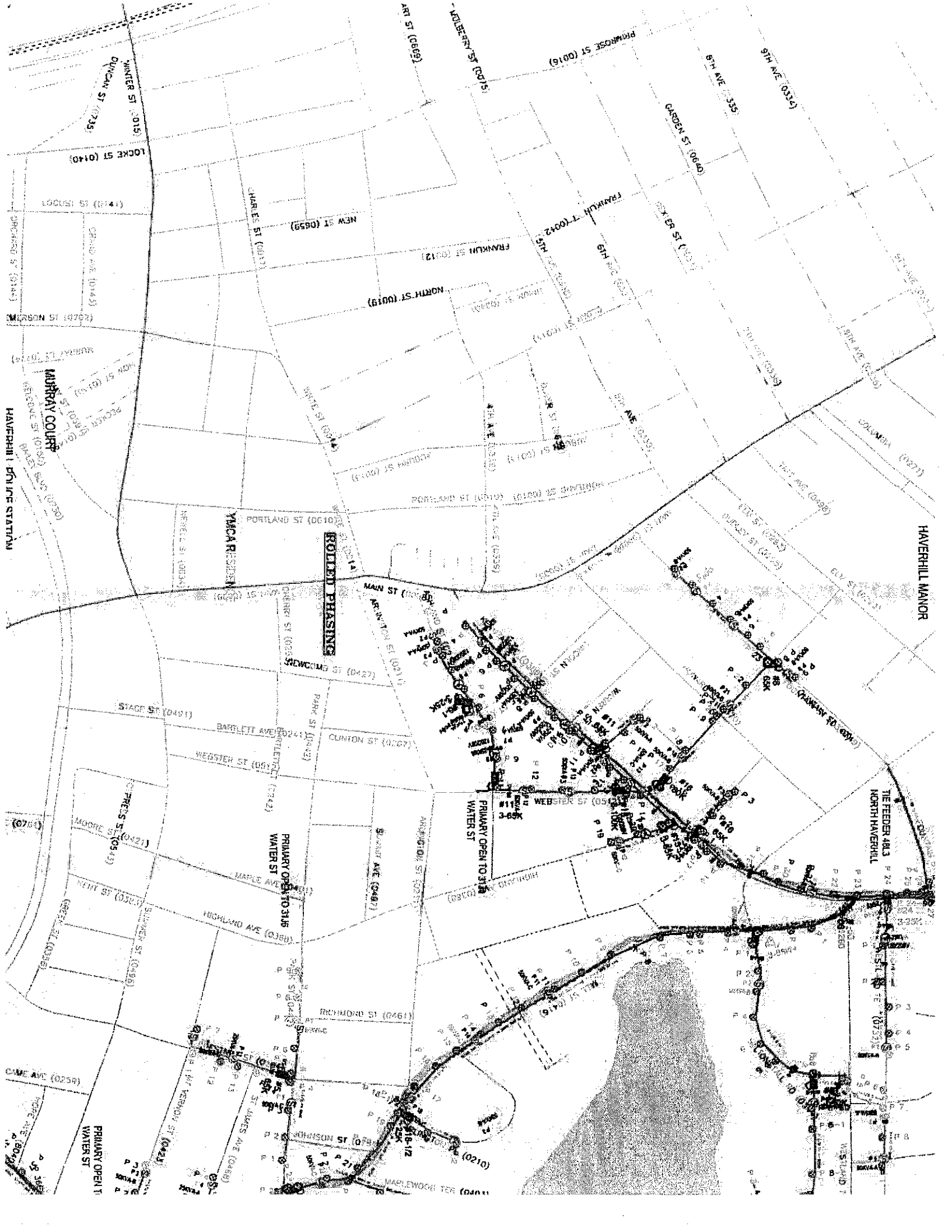
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WATSON ST (0123)

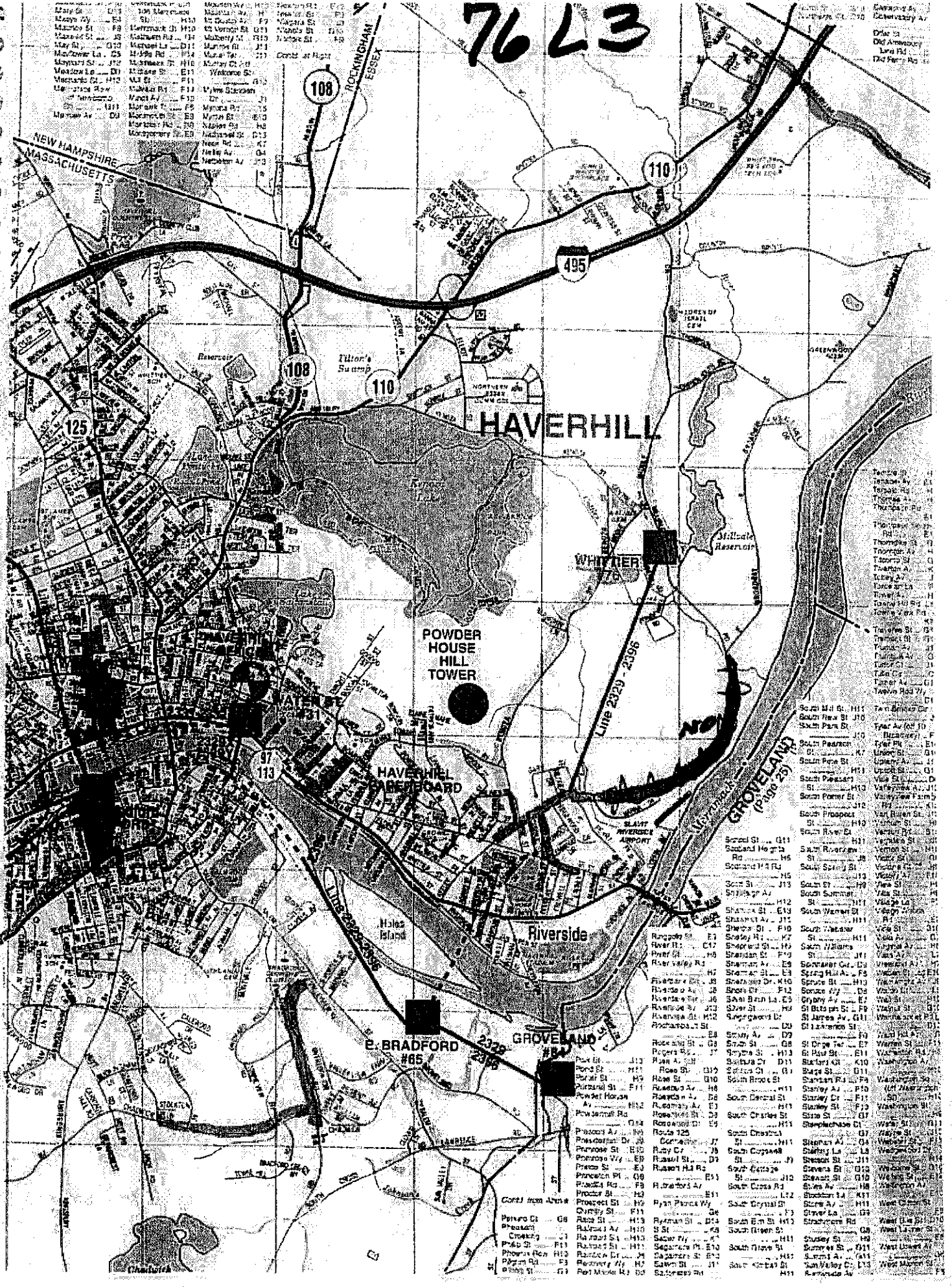
WATSON ST (0123)

WATSON ST (0123)

WATSON ST (0123)



76 L3



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JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

6.1
CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

November 25, 2015

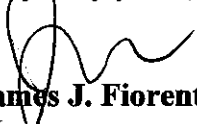
City Council President John A. Michitson and
Members of the Haverhill City Council

RE: Bradford Common Historic District Commission

Dear Mr. President and Members of the Haverhill City Council:

I hereby appoint Mike Lyons, 438 South Main Street, to the Bradford Common Historic District Commission. He resides within the district boundaries. This is a confirming appointment and expires on December 1, 2018.

Very truly yours,


James J. Fiorentini
Mayor

JJF/ah

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

6.2
CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

November 25, 2015

City Council President John A. Michitson and
Members of the Haverhill City Council

RE: Bradford Common Historic District Commission

Dear Mr. President and Members of the Haverhill City Council:

I hereby appoint Joyce Marzioli, 3 Byron Street, to the Bradford Common Historic District Commission as an alternate. This is a confirming appointment and expires on December 1, 2018.

Very truly yours,

James J. Fiorentini
Mayor

JJF/ah

8.1

CITY OF HAVERHILL
APPLICATION FOR HANDICAP PARKING SIGN

*NEW ☒
*RENEWAL

DATE OF REQUEST 10-16-15 DATE OF APPROVAL

NAME: Richard HATCH

ADDRESS: 4 Westford Street Haverhill, MA 01832

TELEPHONE #: 978-372-2106

VEHICLE TYPE: 2002 BUICK

PLATE #: 631-WGB

Do you currently have off street parking at your residence? ☒ Yes ☐ No

If yes, why is there a need for a handicap parking sign? We have a school across from our house and many cars park in front of our house in front of our entrance stairs

Did you have a handicap parking sign at a previous address? ☐ Yes ☒ No

If yes, location?

x Richard A. Hatch
Applicant Signature

- Please include a copy of your current handicap placard or handicap registration, along with this application.

☒ Approve ☐ Denied

Reason for denial

Alan R. Powell
Chief of Police Signature

☒ Approve ☐ Denied

Reason for denial

City Council Approval

Please allow for a minimum of thirty (30) days for sign placement upon approval of City Council.

*ORDINANCE WILL EXPIRE 24 MONTHS FROM DATE OF APPROVAL.

MAIL OR DELIVER COMPLETED APPLICATION TO CHIEF OF POLICE, 40 BAILEY BLVD.

Attn: Officer Lance Powell

To: Chief Denaro
From: Officer Powell
Date: November 19, 2015
Re: Handicap sign request

Sir,

I have received an application for a handicap parking sign from Richard Hatch of 4 Westford St. He has an active Massachusetts handicap placard issued to him. I have inspected the location and his request is appropriate. He currently has a driveway on the side of his home that leads to stairs that are difficult for him to go up and down with groceries, supplies, etc. The front of his home is much more easily accessible for these activities and he commonly uses it. However, due to the fact that Bartlett School is across the street from his home he frequently cannot access a parking space during school hours. I would recommend that a Handicap parking space be placed in front of his home located at 4 Westford St.

Respectfully Submitted,



Officer Powell



2015 NOV 02 PM 01:47 HAV-CITYC

Haverhill

City Clerk's Office, Room 118
4 Summer Street Haverhill, MA 01830
Phone: 978-374-2312 Fax: 978-373-8490
License_comm@cityofhaverhill.com
www.ci.haverhill.ma.us

ONE DAY LIQUOR LICENSE

Business/ Organization Information

Business/Organization Name: _____

Address: _____

Individual Applicant Information

Individual's Name: Brenda DeLaCruz

Mailing Address: 662 main st Haverhill, MA 01830

Telephone: 978-257-9839

Is the Applicant a US Citizen? Yes ☒ No ☐

E-Mail Address: BDeLaCruz70@yahoo.com

Event Information

Date of Event: 12/31/15

Start Time: 8pm End Time: 12:30 am

Location of Event: Winnepesaukee Castle

Purpose of Event: Surprise 50th Birthday Party

Will there be music or entertainment? Yes ☒ No ☐

Is the event being catered? Yes ☐ No ☒

Name of Caterer: Self Catered provided by Client.

Approximate number of People Attending

Adults: 50 Children: 10

Type of License (circle one)

One-Day All-Alcoholic

One-Day Beer and Wine

Charitable Wine Pouring

Charitable Wine Auction



Haverhill

City Clerk's Office, Room 118
4 Summer Street Haverhill, MA 01830
Phone: 978-374-2312 Fax: 978-373-8490
License_comm@cityofhaverhill.com
www.ci.haverhill.ma.us

Purchase and Service

Alcohol for a one day license cannot be donated. The alcohol must be purchased. All receipts for purchase of alcohol must be submitted to the Clerk's Office by 4:00 PM the last business day before the event

Where is the liquor being purchased from? MUDC, Martignetti

All alcohol must be purchased by a licensed wholesaler. If the above-listed business is not a licensed wholesaler, then this application will not be approved

Who will be serving the alcohol? Butlers & Beers

Please attach a copy of the liquor liability insurance held by server

If the server does not have liquor liability insurance, then the application will not be approved

Determination of License Requirements

Is the event held by, or held for the benefit of a business or non-profit group?

	Yes	No
Business:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Non-Profit:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will there be a cash bar?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there an entrance fee or donation required?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is the event open to the general public?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If the answer to ANY of these questions is YES:

- A One-Day Special License is required. License applications must be put before the License Commission.
- If the event is on city property, approval from City Council and the Mayor is also required.
- The licensee must purchase all alcohol from a *licensed wholesaler*.
- *A copy of the receipts for alcohol purchases are due to the City Clerk's office no later than 4 pm on the workday before the event.*

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the City of Haverhill.

Signature: [Signature]

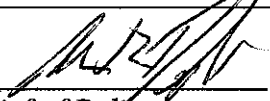



Haverhill

City Clerk's Office, Room 118
4 Summer Street Haverhill, MA 01830
Phone: 978-374-2312 Fax: 978-373-8490
License_comm@cityofhaverhill.com
www.ci.haverhill.ma.us

Official Use Only

Approval

 11/9/15
Chief of Police Date

 11/13/15
License Commission Date

City Council (City Property) Date

Mayor (City Property) Date

Additional Conditions for License: _____



10.1

City of Haverhill
Application for Permit

Name of Organization	LOCO Sports, Inc.		
Address of Organization	LOCO Sports, PO Box 423, Newmarket NH 03857		
Requesting Permit for (List Type of event)	Road race (running)	Date & Time	December 12, 2015 9:30AM - Noon
Location of Event	Start/Finish Atkinson NH - in Haverhill approx 2.5 miles		
Authorized or Contact Person	Arion Chaffee	Telephone/Cell #/Pager # (Indicate if pager)	(603) 682-9954

(To be completed for use of City Property/Outdoor Activity and other Special Events)

Approval of Fire Chief (Where applicable)			
Approval of the Recreational Director Required for all recreational facilities	Signature	Date	Comments/Restrictions
Approval of the Chief of Police Required for all OUTDOOR EVENTS <small>(i.e. Parades/Concerts/Community Events)</small>	Signature	Date	

General Release & Indemnity Agreement

The Above organization in consideration of the permit granted by the City Council as above requested hereby remises, releases and forever discharges the City of Haverhill, its respectful employees, agents and attorneys from all manner of actions, causes of actions, debts, dues, claims and demands both in law and equity, more especially any and all claims as a result of the issuance of this permit and or use of any City Property, including, but not limited to, property damages and personal injuries resulting from the same.

Signature of Authorized Agent of Organization: Arion Chaffee Date: 11/12/15

Signature Witnessed by: [Signature] Date: 11/12/15

City Council will hear request for application on: _____ (date) _____ (time)
Applicant must attend Yes <input type="checkbox"/> No <input type="checkbox"/>

Office Use
Permit

Permit approved on: _____	Proof of Insurance _____	# Detail Officers _____
Policy Number/Exp. Date _____		
Attendance Limited to: _____	Other Restrictions/requirements: _____	
Signed: _____ Issued on: _____		
City Clerk		

City of Haverhill

Limousine/Livery License / TAXI

12

Honorable President and Members of the Haverhill City Council:

The undersigned respectfully asks that he/she may receive a ~~Limousine/Livery~~ ^{TAXI} License -

Place of business being: 195 Washington St, Haverhill 01832

Name of Business: Haverhill Taxi LLC

Address: 114 Pilling St, Haverhill (owner)

Applicant: Wisvel Joseph

Applicant phone number: 978-601-3996

Zoning Approval Letter received (must have approval from building department)

Business Certificate # and expiration date: 130796 Exp 8/20/2019

Haverhill, OCT 09 2015, 20__

Office use only

New/Renew (circle one)

Fee: \$150 per vehicle - annual fee

No. of Vehicles: 5

Registration # of vehicles (photocopies of actual registrations must be provided to Clerk's office): ✓

In Municipal Council, _____, 20__

Attest:

City Clerk

Approve ☒

Denied ☐

Alan R. P. [Signature] Police Chief

Haverhill City Code: Chapter 230 Sec. 26, 27, 33

Please complete back side of this application

12.1

Honorable President and Members of the Municipal Council:

The undersigned respectfully asks that he may receive a license for a

2 coin-ops

Jan 1 2016

Expiration Date: Dec 31 2016

Fee: 200.00

Vendor's Address: 35 Nashua Rd. Windham, N.H.

Business Address: 2 Water St. Haverhill, Ma 01830

Owner's Name: Arthur T. DeMoulas

Applicant's Name: Carina Jones Applicant's Signature: Carina Jones

Applicant's Address: 2 Water St. Haverhill, Ma 01830

Applicant's Date of Birth: See Back

Recommendation by Police Chief

Approved

Denied

~~Police Chief~~

In Municipal Council, _____

Attest:

City Clerk

City of Haverhill

NOV 18 2015

Honorable President and Members of the Municipal Council:

APPLICATION FOR SUNDAY LICENSE

The undersigned respectfully asks that he may receive a license for a

2 COIN-OPERATED MACHINE 2 Sunday coin-ops

PINBALL MACHINE

OTHER _____

Effective Date: Jan 12016 Expiration Date: Dec 31 2016

NEW/RENEWAL Fee \$40.00

Vendor's Name: modern Amusements

Vendor's Address: 35 Nashua Rd. Windham, N.H.

Business Name: Market Basket

Business Address: 2 Water St. Haverhill, Ma 01830

Owner's Name: Arthur T. Demoulis

Applicant's Name: Carina Jones Applicant's Signature: Carina Jones

Applicant's Address: 2 Water St. HAV. Ma 01830

Applicant's Date of Birth: See Back

Recommendation by Police Chief

Approved

Denied

Police Chief

In Municipal Council, _____

Attest:

City Clerk

Haverhill

City Clerk's Office, Room 118
Phone: 978-374-2312 Fax: 978-373-8490
cityclerk@cityofhaverhill.com

Date Nov. 24, 2015

HONORABLE PRESIDENT AND MEMBERS OF THE MUNICIPAL COUNCIL:

THE UNDERSIGNED RESPECTFULLY ASKS THAT HE MAY RECEIVE A LICENSE FOR **DRAINLAYER**

Drainlayer's Name: John L. Enos Signature: John L. Enos

Business Name: T Ford Co. Inc.

Business Address: 124 Tenney St.

City Georgetown State MA Zip 01833

Business Phone: 978-352-5600 Fax: 978-352-7443

Must Complete Additional Personal Information on Back

NEW/RENEWAL:

No. _____

Fee 100.-

Bonds on File: ☒

Approved _____

Denied

City Engineer

In Municipal Council, _____ 20

Attest:

City Clerk

(See other side)

4 Summer Street Haverhill, MA 01830 www.ci.haverhill.ma.us

Project Description/ Scope:

The project renovation includes partially renovating the ground and first floor levels:

- Enclose the ground floor open parking structure and provide habitable space
- Add (3) residential units to the ground floor, along with (1) leasing office, fitness center, resident lounge, and resident mail room
- Add (4) residential units to the first floor, renovating (2) existing units
- Provide new main building entrance and vestibule on the east side of the building, shifting the main entrance from Washington Street to the new pedestrian pathway leading to the river
- Provide new river-facing exterior deck to improve river front elevation and make better use of the Merrimack River views
- Exterior façade improvement, including enclosure of an exterior vestibule leading to the egress stairs.

Total Units:

120 existing residential units

Studio:	9
One bedroom:	72
Two bedroom:	38
Three bedroom:	1

127 proposed residential units

Studio:	16
One bedroom:	73
Two bedroom:	38
Three bedroom:	0

Parking Requirements:

There are 1.2 spaces required per unit.

127 units x 1.2 spaces per unit = 153 required

The existing adjacent parking structure has 151 existing spaces, and the garage will be re-stripped on Level 5 to accommodate the two additional spaces required.

IN CITY COUNCIL: October 20 2015

VOTED: that COUNCIL HEARING BE HELD **** END OF NARRATIVE ****
DECEMBER 1 2015

Attest:

City Clerk

127
October 16, 2015
Page 1 of 2

CUBE3
STUDIO

architecture □ interiors □ planning

15.1

**Application for Modification of a Special Permit
For
Viewpoint at Bixby Crossing
170 Washington Street, Haverhill, MA 01832**

Project Location:

170 Washington Street, Haverhill, MA, as shown on the assessor's Plat 500, Block 227, Lots 2, 3 and 4

Zoning:

CG

Special Permits:

Special Permit granted May 27, 1987 and recorded in book 9041, page 366

Special Permit Amendment granted December 29, 1987 and recorded in book 9407, page 203

Zoning Variances granted April 15, 1987 and recorded in book 8976, page 51

Existing Building/ Site Description:

Viewpoint at Bixby is an existing residential building with 12-stories (above grade) containing residential units, leasing office, residential lounge, resident fitness area and common conference room. The building has 1 story partially below grade consisting of mechanical and support rooms, resident laundry room and an open/ covered parking lot with 20 parking spaces.

There is an adjacent free-standing concrete parking structure containing 151 spaces.

The building is equipped with automatic fire alarm and sprinkler systems.

The building's height above mean grade is 144'.

The building is NOT listed as historic.



John A. Michitson
City Council President
City of Haverhill, Massachusetts
4 Summer Street, Room 204
Haverhill, MA 01830

October 16, 2015

RE: Modification to Special Permit- Viewpoint at Bixby Crossing, 170 Washington Street

Dear Mr. Mitchitson,

On behalf Boston Andes Capital, LLC, the enclosed documents comprise an application for modification of an existing Special Permit regarding the residential development Viewpoint at Bixby Crossing.

We have reviewed the preliminary design intent drawings with multiple town departments, including William Pillsbury, Jr., Director of Economic Development and Planning.

The owners are confident that the rehabilitation of the Bixby building will provide additional reasonable housing for those who wish to live within the center of the city, offer more open dramatic views of the Merrimack River, and provide a potential access point for the city's future development of the Riverwalk.

The applicant waives the 65 day hearing requirement.

Regards,

Melisa Millman

Melisa Millman
Project Manager
CUBE 3 Studio LLC

Hearing November 10 2015

Haverhill



Engineering Department, Room 300
Tel: 978-374-2335 Fax: 978-373-8475
John H. Pettis III, P.E. - City Engineer
JPettis@CityOfHaverhill.com

August 20, 2015

16.1

**MEMO TO: CITY COUNCIL PRESIDENT JOHN MICHITSON AND
MEMBERS OF THE CITY COUNCIL**

Subject: *Mayflower Lane – Street Acceptance*

It recently came to our attention that Mayflower Lane has not been accepted by the City as a public right of way, but rather is currently private. I hereby request that City Council vote to accept the way as Public. A copy of the meets and bounds description and associated plan of said right of way are attached.

Please let me know if you have any questions.

Sincerely,

John H. Pettis III, P.E.
City Engineer

C: Mayor Fiorentini, Stankovich, Ward, Cox

IN CITY COUNCIL: September 8 2015
REFER TO PLANNING BOARD and
VOTED: that COUNCIL HEARING BE HELD
NOVEMBER 10 2015
Attest:

City Clerk

IN CITY COUNCIL: November 10 2015
POSTPONED TO DECEMBER 1 2015
Attest:

City Clerk



DOCUMENT 113-B

16.1.1

CITY OF HAVERHILL

In Municipal Council November 10 2015

ORDERED:

IT APPEARING that the common convenience and necessity
require it,
It is hereby
That the following street herein described be accepted as a
Public Way

Mayflower Lane

Beginning at a point at a stone bound set at the intersection of Lot 7 and North Broadway as shown on a plan entitled As-Built Plan and Profile of Mayflower Lane in Haverhill, MA for Maroney Construction Co., 1"=40', dated Dec. 18, 1997, by Merrimack Engineering Services;

Thence running along a curve turning to the left an arc length of 39.47 feet, with a radius of 25.00 feet to a stone bound;

Thence S 69°17'19" W a distance of 385.86 feet to a stone bound;

Thence with a curve turning to the left an arc length of 23.55 feet, with a radius of 25.00 feet to a stone bound;

Thence with a curve turning to the right an arc length of 301.53 feet, with a radius of 60.00 feet to a stone bound;

Thence with a curve turning to the left an arc length of 23.55 feet, with a radius of 25.00 feet to a stone bound;

Thence N 69°17'19" E a distance of 386.66 feet to a stone bound;

Thence with a curve turning to the left an arc length of 39.07 feet, with a radius of 25.00 feet to a stone bound;

Thence running southeasterly by the sideline of North Broadway to the point of beginning.

Meaning and intending to describe Mayflower Lane as shown on the aforementioned plan, and on file at the Haverhill Engineering office as Plan 2B 2117, file #12942.

POSTPONED TO DECEMBER 1 2015

Attest:

City Clerk

For Hearing November 10 2015

Hearing November 10 2015

Haverhill



Engineering Department, Room 300
 Tel: 978-374-2335 Fax: 978-373-8475
 John H. Pettis III, P.E. - City Engineer
JPettis@CityOfHaverhill.com

August 20, 2015

16.2

**MEMO TO: CITY COUNCIL PRESIDENT JOHN MICHITSON AND
 MEMBERS OF THE CITY COUNCIL**

Subject: *Hammond Farm Road – Street Acceptance*

It recently came to our attention that Hammond Farm Road has not been accepted by the City as a public right of way, but rather is currently private. I hereby request that City Council vote to accept the way as Public. A copy of the meets and bounds description and associated plan of said right of way are attached.

Please let me know if you have any questions.

Sincerely,

John H. Pettis III, P.E.
 City Engineer

C: Mayor Fiorentini, Stankovich, Ward, Cox

IN CITY COUNCIL: September 8 2015
 REFER TO PLANNING BOARD and
 VOTED: that COUNCIL HEARING BE HELD NOVEMBER 10 2015
 Attest:

 City Clerk

IN CITY COUNCIL: November 10 2015
 POSTPONED TO DECEMBER 1 2015
 Attest:

 City Clerk

114-B

162.2



DOCUMENT 114-B

CITY OF HAVERHILL

In Municipal Council November 10 2015

ORDERED:

IT APPEARING that the common convenience and necessity
require it,
It is hereby
That the following street herein described be accepted as a
Public Way

Hammond Farm Road

Beginning at a point at a stone bound at the intersection of Lot 1 and Broadway as shown on a plan entitled Street Acceptance Plan of Hammond Farm Road located in Haverhill, MA 1"=40', dated Oct. 1998, by Christiansen & Sergi;

Thence running along a curve turning to the left an arc length of 37.54 feet, with a radius of 25.00 feet to a stone bound;

Thence with a curve turning to the right an arc length of 171.21 feet, with a radius of 335.80 feet to a stone bound;

Thence N 29°22'22" W a distance of 379.74 feet to an iron rod;

Thence with a curve turning to the right an arc length of 71.56 feet, with a radius of 295.00 feet to a stone bound;

Thence N 15°28'23" W a distance of 379.21 feet to a stone bound;

Thence N 15°28'23" W a distance of 107.99 feet to an iron rod;

Thence N 15°28'23" W a distance of 29.57 feet to a stone bound;

Thence with a curve turning to the right an arc length of 71.08 feet, with a radius of 295.00 feet to an iron rod;

Thence with a curve turning to the left an arc length of 26.94 feet, with a radius of 35.00 feet to a stone bound;

Thence with a curve turning to the right an arc length of 294.02 feet, with a radius of 60.00 feet to a stone bound;

Thence with a curve turning to the left an arc length of 36.83 feet, with a radius of 35.00 feet to a stone bound;

For Hearing November 10 2015

11-4-13

Thence with a curve turning to the left an arc length of 43.55 feet, with a radius of 245.00 feet to a stone bound;

Thence S 15°28'23" E a distance of 516.77 feet to a stone bound;

Thence with a curve turning to the left an arc length of 59.44 feet, with a radius of 245.00 feet to a stone bound;

Thence S 29°22'22" E a distance of 379.74 feet to a stone bound;

Thence with a curve turning to the left an arc length of 134.94 feet, with a radius of 285.80 feet to a stone bound;

Thence with a curve turning to the left an arc length of 44.88 feet, with a radius of 27.63 feet to a stone bound;

Thence S 27°26'31" W a distance of 101.76 feet to a stone bound, and the point of beginning.

Meaning and intending to describe Hammond Farm Road as shown on the aforementioned plan, and on file at the Haverhill Engineering office as Plan 2B 2183, file #13096.

POSTPONED TO DECEMBER 1 2015

Attest:

City Clerk

Hammond Farm Rd

Hearing November 10 2015

Haverhill



Engineering Department, Room 300
 Tel: 978-374-2335 Fax: 978-373-8475
 John H. Pettis III, P.E. - City Engineer
JPettis@CityOfHaverhill.com

August 20, 2015

16.3

**MEMO TO: CITY COUNCIL PRESIDENT JOHN MICHITSON AND
 MEMBERS OF THE CITY COUNCIL**

Subject: Ruth Circle - Street Acceptance

It recently came to our attention that Ruth Circle has not been accepted by the City as a public right of way, but rather is currently private. I hereby request that City Council vote to accept the way as Public. A copy of the meets and bounds description and associated plan of said right of way are attached.

Please let me know if you have any questions.

Sincerely,


 John H. Pettis III, P.E.
 City Engineer

C: Mayor Fiorentini, Stankovich, Ward, Cox

IN CITY COUNCIL: September 8 2015
 REFER TO PLANNING BOARD and
 VOTED: that COUNCIL HEARING BE HELD
 NOVEMBER 10 2015

Attest:

 City Clerk

IN CITY COUNCIL: November 10 2015
 POSTPONED TO DECEMBER 1 2015

Attest:

 City Clerk



DOCUMENT 115-B

16.3.3

CITY OF HAVERHILL

In Municipal Council November 10 2015

ORDERED:

IT APPEARING that the common convenience and necessity
require it,
It is hereby
That the following street herein described be accepted as a
Public Way

Ruth Circle

Beginning at a point at a stone bound at the intersection of Lot B and Crystal Street as shown on a plan entitled Street Acceptance Plan of Ruth Circle, 1"=40', dated July 10, 2006, by Andover Consultants Inc.;

Thence running along a curve turning to the left an arc length of 38.80 feet, with a radius of 25.00 feet to a stone bound;

Thence S 49°34'33" E a distance of 95.42 feet to a stone bound;

Thence with a curve turning to the left an arc length of 146.70 feet, with a radius of 245.00 feet to a stone bound;

Thence with a curve turning to the right an arc length of 379.24 feet, with a radius of 315.00 feet to a stone bound;

Thence S 14°54'12" E a distance of 82.74 feet to a stone bound;

Thence with a curve turning to the right an arc length of 20.70 feet, with a radius of 550.00 feet to a stone bound;

Thence with a curve turning to the left an arc length of 22.02 feet, with a radius of 25.00 feet to a stone bound;

Thence with a curve turning to the right an arc length of 301.34 feet, with a radius of 60.00 feet to a stone bound;

Thence with a curve turning to the left an arc length of 25.31 feet, with a radius of 25.00 feet to a stone bound;

Thence with a curve turning to the left an arc length of 12.53 feet, with a radius of 500.00 feet to a stone bound;

Thence N 14°54'12" W a distance of 82.74 feet to a stone bound;

115-B
Thence with a curve turning to the left an arc length of 319.04 feet, with a radius of 265.00 feet to a stone bound;

Thence with a curve turning to the right an arc length of 176.64 feet, with a radius of 295.00 feet to a stone bound;

Thence N 49°34'33" W a distance of 119.02 feet to a point;

Thence N 39°20'57" E a distance of 74.54 feet to a stone bound, and the point of beginning.

Meaning and intending to describe Ruth Circle as shown on the aforementioned plan, and on file at the Haverhill Engineering office as Plan 2B 3276, file #15182.

POSTPONED TO DECEMBER 1 2015

Attest:

City Clerk

For Hearing November 10 2015

Hearing November 10 2015

Haverhill

Engineering Department, Room 300
 Tel: 978-374-2335 Fax: 978-373-8475
 John H. Pettis III, P.E. - City Engineer
JPettis@CityOfHaverhill.com

August 20, 2015

16.4

**MEMO TO: CITY COUNCIL PRESIDENT JOHN MICHITSON AND
 MEMBERS OF THE CITY COUNCIL**

Subject: Old Yankee Road – Street Acceptance

It recently came to our attention that a portion of Old Yankee Road has not been accepted by the City as a public right of way, but rather is currently private. I hereby request that City Council vote to accept the way as Public. A copy of the meets and bounds description and associated plan of said right of way are attached.

Please let me know if you have any questions.

Sincerely,

John H. Pettis III, P.E.
 City Engineer

C: Mayor Fiorentini, Stankovich, Ward, Cox

IN CITY COUNCIL: September 8 2015
 REFER TO PLANNING BOARD and
 VOTED: THAT COUNCIL HEARING BE HELD
 NOVEMBER 10 2015
 Attest:

 City Clerk

IN CITY COUNCIL: November 10 2015
 POSTPONED TO DECEMBER 1 2015
 Attest:

 City Clerk



DOCUMENT 116-B

16.4.4

CITY OF HAVERHILL

In Municipal Council November 10 2015

ORDERED:

IT APPEARING that the common convenience and necessity
require it,
It is hereby
That the following street herein described be accepted as a
Public Way

Old Yankee Road

Beginning at a drill hole set in a stone wall, along a curve with a radius of 335.86' and at a point along the previously accepted portion of Old Yankee Road as shown on a plan entitled Street Acceptance Plan, Village Woods Phase II A, Old Yankee Road Haverhill, MA for Maroney Construction Co., 1"=40', dated May 11, 2004, by Cammett Engineering;

Thence running along a curve turning to the right an arc length of 416.60 feet, with a radius of 335.86 feet to a granite bound with drill hole set;

Thence N 24°18'48" E a distance of 128.00 feet to an iron rod set in wet area;

Thence with a curve turning to the right an arc length of 80.77 feet, with a radius of 295.00 feet to a magnetic nail set in driveway;

Thence with a curve turning to the left an arc length of 23.95 feet, with a radius of 30.00 feet to a granite bound with drill hole set;

Thence with a curve turning to the right an arc length of 297.27 feet, a radius of 60.00 feet to a granite bound with drill hole set;

Thence with a curve turning to the left an arc length of 32.11 feet, with a radius of 30.00 feet to a granite bound with drill hole set;

Thence with a curve turning to the left an arc length of 53.44 feet, with a radius of 245.00 feet to an iron rod set against concrete wall;

Thence S 24°18'48" W a distance of 128.00 feet to an iron rod set against concrete wall;

Thence with a curve turning to the left an arc length of 383.08 feet, with a radius of 285.86 feet to an iron rod set;

Thence S 72°11'56" W a distance of 58.77 feet by a previously accepted portion of Old Yankee Road to the point of beginning;

Meaning and intending to describe a portion of Old Yankee Rd as shown on the aforementioned Acceptance Plan, and on file at the Haverhill Engineering office as Plan 2B 2809, file #14265.

POSTPONED TO DECEMBER 1 2015

Attest:

City Clerk

5102
2015
Hearing November 10
for

Hearing November 10 2015

Haverhill



Engineering Department, Room 300
 Tel: 978-374-2335 Fax: 978-373-8475
 John H. Pettis III, P.E. - City Engineer
JPettis@CityOfHaverhill.com

August 20, 2015

16.5

**MEMO TO: CITY COUNCIL PRESIDENT JOHN MICHITSON AND
 MEMBERS OF THE CITY COUNCIL**

Subject: Crystal Court – Street Acceptance

It recently came to our attention that a portion of Crystal Court has not been accepted by the City as a public right of way, but rather is currently private. I hereby request that City Council vote to accept the way as Public. A copy of the meets and bounds description and associated plans of said right of way are attached.

Please let me know if you have any questions.

Sincerely,

John H. Pettis III, P.E.
 City Engineer

C: Mayor Fiorentini, Stankovich, Ward, Cox

IN CITY COUNCIL: September 8 2015
 REFER TO PLANNING BOARD and
 VOTED: that COUNCIL HEARING BE HELD
 NOVEMBER 10 2015
 Attest:

 City Clerk

IN CITY COUNCIL: November 10 2015
 POSTPONED TO DECEMBER 1 2015
 Attest:

 City Clerk

IN CITY COUNCIL: November 10 2015
 POSTPONED TO DECEMBER 1 2015
 Attest:

 City Clerk



DOCUMENT 117-B

16.5.5

CITY OF HAVERHILL

In Municipal Council November 10 2015

ORDERED:

IT APPEARING that the common convenience and necessity
require it,
It is hereby
That the following street herein described be accepted as a
Public Way

Crystal Court

Beginning at a point at the northwest corner of Lot 2 as shown on a plan entitled Definitive Subdivision Plan of Crystal Court Extension in Haverhill, MA Owner/Developer Robert A. Masys & Thomas K. Bramhall 1"=40', dated Jan. 1990, Rev. June 5, 1990, by RAM Engineering;

Thence S 16°45'24" E a distance of 164.92 feet to a stone bound;

Thence with a curve turning to the left an arc length of 295.18 feet, with a radius of 275.00 feet to a stone bound;

Thence running southwesterly by land now or formerly of Taylor and the previously accepted portion of Crystal Court to a stone bound;

Thence N 80°00'01" W a distance of 190.30 feet to a stone bound;

Thence N 16°45'24" W a distance of 308.55 feet to a point at the northeast corner of Lot 6;

Continuing from the northeast corner of Lot 6 as shown on a plan entitled Definitive Subdivision Plan of Crystal Court Extension Phase II in Haverhill, MA Owner James B. & Carla Taylor, Developer Robert A. Masys 1"=40', dated Dec. 1995, Rev. Oct. 9, 1996, by RAM Engineering;

Thence N 16°45'24" W a distance of 56.31 feet to a stone bound;

Thence with a curve turning to the right an arc length of 268.50 feet, with a radius of 295.00 feet to a stone bound;

Thence running northeasterly 70.19 feet to a stone bound;

Thence with a curve turning to the left an arc length of 167.40 feet, with a radius of 295.00 feet to a stone bound;

Thence N 03°45'44" W a distance of 113.14 feet to a stone bound;

11/13/15
Thence with a curve turning to the left an arc length of 23.55 feet, with a radius of 25.00 feet to a stone bound;

Thence with a curve turning to the right an arc length of 301.52 feet, with a radius of 60.00 feet to a stone bound;

Thence with a curve turning to the left an arc length of 23.55 feet, with a radius of 25.00 feet to a stone bound;

Thence S 03°45'44" E a distance of 113.14 feet to a stone bound;

Thence with a curve turning to the right an arc length of 201.56 feet, with a radius of 295.00 feet to a stone bound;

Thence running southwesterly 70.19 feet to a stone bound;

Thence with a curve turning to the left an arc length of 222.99 feet, with a radius of 245.00 feet to a stone bound, and the point of beginning.

Meaning and intending to describe a portion of Crystal Court as shown on the aforementioned plans, and on file at the Haverhill Engineering office as Plan 2B 1725, file #12142 and Plan 2B 1955, file #12646.

POSTPONED TO DECEMBER 1 2015

Attest:

City Clerk

For Hearing November 10 2015



Haverhill

Economic Development and Planning
Phone: 978-374-2330 Fax: 978-374-2315
wpillsbury@cityofhaverhill.com

December 2, 2015

2015NOV24PM02:45 HAV CITYC

TO: City Council President John J. Michitson and members of the Haverhill City Council

FROM: William Pillsbury, Jr. Economic Development and Planning Director

SUBJECT: Street Acceptances

Mayflower Lane

Hammond Farm Road

Ruth Circle

Old Yankee Road

Crystal Court

On October 14, 2015, the Haverhill Planning board voted to send favorable recommendations to the city council on the acceptance of the above referenced streets as a public ways. This roadways were part of new subdivisions approved by the Haverhill Planning Board and were constructed in accordance with an approved definitive plan. A bond was posted as surety that the improvements were constructed in accordance with the approved plan. By virtue of the fact that the bond has been reduced to a zero balance as recommended by the city engineer, and that all as-built plans have been reviewed and approved by the city engineer, and that the legal description of the roadway to be accepted has been approved by the City engineer. Then as required by the state subdivision control law the city council has been requested to the above streets as public ways.

As Planning director, I concur with the planning boards action and recommend that the city council formally accept the above referenced streets as proposed.

Recommendation: Accept the streets as public ways as proposed.



Sent to City Cysts
10/21/15

2015 OCT 20 PM 03:44 HAV CITY C

CITY OF HAVERHILL
MASSACHUSETTS 01830

PLANNING BOARD

CITY HALL, ROOM 201
FOUR SUMMER STREET
HAVERHILL, MASSACHUSETTS 01830
TELEPHONE (978) 374-2330
FAX (978) 374-2315

John Michitson Council President
& City Councilors
City of Haverhill

October 20, 2015

RE: Street Acceptance for Mayflower Lane, Hammond Farm Road, Ruth Circle, Old Yankee Road, and Crystal Court; Applicant: City of Haverhill

Members Present: Karen Peugh, Karen Buckley, April DerBoghossian, Jack Everette, Bob Driscoll, and Paul Howard

Members Absent: Bill Evans, Krystine Hetel, and Kenneth Cram

Also Present: William Pillsbury, Jr., Director of Economic Development and Planning and Sandra Palmer/Economic Development & Planning

Dear City Council President and Councilors:

A request for street acceptance dated 8/20/15 from City Engineer John Pettis III, for the above cited streets were submitted to City Council on 8/2015. The city council forwarded this request to the Planning Department to be heard at the 10/14/15 planning board meeting. City Engineer John Pettis III, in his request dated 8/20/15 recommended that the board forward a recommendation to the City Council to accept the above cited streets as public streets. This request was forwarded to the Planning Board which was circulated to the various city departments for their review and comment. The city engineer submitted his request to the Planning Board which was circulated to the city departments for review and comment. The hearings were scheduled to be heard at the 10/14/15 Planning Board meeting. The city engineer in his report dated 8/20/15 to the City Council noted that the cited streets had not been accepted by the City as a public right of ways but was in fact deeded out as private parcels. He had obtained signed Certificates of Donation to the City for these parcels and further requested that the ways be accepted as public.

**Street Acceptance for Mayflower Lane, Hammond Farm Rd.,
Ruth Circle, Old Yankee Rd., and Crystal Court
10/14/15 Planning Board Meeting**

MAYFLOWER LANE

After board consideration, it was the recommendation of Director William Pillsbury, Jr., to forward a favorable recommendation to the City Council to accept the following streets as public ways: **Mayflower Lane**, Hammond Farm Road, Ruth Circle, Old Yankee Road and Crystal Court. (See motions noted below for the various street acceptances.)

Motion for the Street Acceptance of Mayflower Lane: Member Karen Peugh motioned to forward a favorable recommendation to the City Council to accept **Mayflower Lane** as a public street as recommend by City Engineer John Pettis, III, in his communication dated 8/20/15 that was addressed to the City Council, which was forwarded to the Planning Department for review and comment by the city departments, by the planning board and by Planning Director William Pillsbury, Jr.

After board consideration, Member Karen J. Peugh motioned to **accept Mayflower Lane** as a public way as recommended by City Engineer John Pettis, III, and by Director Pillsbury, Jr. Member Bob Driscoll seconded the motion with the following members voting in favor: Member Karen J. Peugh, Karen Buckley, April DerBoghossian, Jack Everette, Bob Driscoll and Paul B. Howard. Members absent were: Bill Evans, Kenneth Cram and Krystine Hetel. Motion passed.

HAMMOND FARM ROAD

After board consideration, it was the recommendation of Director William Pillsbury, Jr., to forward a recommendation to the City Council to **accept** the following streets as public ways as recommended by the city engineer in his correspondence dated 8/20/15: Mayflower Lane, **Hammond Farm Road**, Ruth Circle, Old Yankee Road and Crystal Court. (See motions noted below for the various street acceptances.)

Member Karen Peugh **Motioned to forward a recommendation to City Council to accept Hammond Farm Road as a public street** as recommended by City Engineer John Pettis, III, in communication dated 8/20/15, and as recommended by Planning Director William Pillsbury, Jr.

After board consideration, Member Karen J. Peugh motioned to forward a recommendation to city council to accept the cited street as public and as recommended by City Engineer John Pettis, III and by Director William Pillsbury, Jr. Member Bob Driscoll seconded the motion with the following members voting in favor: Member Karen J. Peugh, Karen Buckley, April DerBoghossian, Jack Everette, Bob Driscoll and Paul B. Howard. Members absent were: Bill Evans, Kenneth Cram and Krystine Hetel. Motion passed.

**Street Acceptance for Mayflower Lane, Hammond Farm Rd.,
Ruth Circle, Old Yankee Rd., and Crystal Court
10/14/15 Planning Board Meeting**

RUTH CIRCLE

After board consideration, it was the recommendation of Director William Pillsbury, Jr., to forward a favorable recommendation to the City Council to accept the following streets as public ways: Mayflower Lane, Hammond Farm Road, Ruth Circle, Old Yankee Road and Crystal Court. (See motions noted below for the various street acceptances.)

Motion for the Street Acceptance of Ruth Circle: Member Karen Peugh motioned to forward a favorable recommendation to the City Council to accept Ruth Circle as a public street as recommend by City Engineer John Pettis, III, and by Planning Director William Pillsbury, Jr.

After board consideration, Member Karen J. Peugh motioned to forward a recommendation to accept the cited street as recommended by the city engineer. Member Bob Driscoll **seconded the motion with the following members voting in favor: Member Karen J. Peugh, Karen Buckley, April DerBoghossian, Jack Everette, Bob Driscoll and Paul B. Howard.** Members absent were: Bill Evans, Kenneth Cram and Krystine Hetel. Motion passed.

OLD YANKEE ROAD

After board consideration, it was the recommendation of Director William Pillsbury, Jr., to forward a favorable recommendation to the City Council to accept the following streets as public ways: Mayflower Lane, Hammond Farm Road, Ruth Circle, Old Yankee Road and Crystal Court. (See motions noted below for the various street acceptances.)

Motion for the Street Acceptance of Old Yankee Road: Member Karen Peugh motioned to forward a favorable recommendation to the City Council to accept Old Yankee Road as a public street as recommend by City Engineer John Pettis, III, and by Planning Director William Pillsbury, Jr.

After board consideration, Member Karen J. Peugh motioned to forward a recommendation to accept the cited street as recommended by the city engineer. Member Bob Driscoll **seconded the motion with the following members voting in favor: Member Karen J. Peugh, Karen Buckley, April DerBoghossian, Jack Everette, Bob Driscoll and Paul B. Howard.** Members absent were: Bill Evans, Kenneth Cram and Krystine Hetel. Motion passed.

**Street Acceptance for Mayflower Lane, Hammond Farm Rd.,
Ruth Circle, Old Yankee Rd., and Crystal Court
10/14/15 Planning Board Meeting**

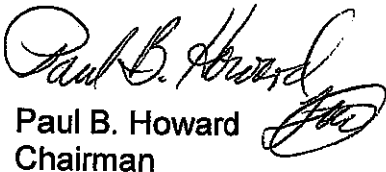
CRYSTAL COURT

After board consideration, it was the recommendation of Director William Pillsbury, Jr., to forward a favorable recommendation to the City Council to accept the following streets as public ways: Mayflower Lane, Hammond Farm Road, Ruth Circle, Old Yankee Road and **Crystal Court**. (See motions noted below for the various street acceptances.)

Motion for the Street Acceptance of Crystal Court: Member Karen Peugh motioned to forward a favorable recommendation to the City Council to accept **Crystal Court** as a public street as recommend by City Engineer John Pettis, III, and by Planning Director William Pillsbury, Jr.

After board consideration, Member Karen J. Peugh motioned to forward a recommendation to accept the cited street as recommended by the city engineer. Member Bob Driscoll **seconded the motion with the following members voting in favor: Member Karen J. Peugh, Karen Buckley, April DerBoghossian, Jack Everette, Bob Driscoll and Paul B. Howard.** Members absent were: Bill Evans, Kenneth Cram and Krystine Hetel. Motion passed.

Signed,


Paul B. Howard
Chairman

Attached: City Department Reports

CC: Street Acceptance Files

Mayor James Fiorentini

The Neve-Morin Group

City Engineer John Pettis III -emailed to J.P. + All City Depts 10/21/15

Linda Koutoulas

From: John Pettis <Jpettis@cityofhaverhill.com>
Sent: Thursday, November 05, 2015 1:27 PM
To: Linda Koutoulas; 'mbevilacqua@cityofhaverhill.com'; John Michitson
(michitson@mitre.org)
Subject: Council Mtg

I think I have couple items scheduled for the Nov 10 mtg.

- South Main St/Salem St restricted turn movements ordinances.
- Acceptance of 5 different ways.

I am looking to see if this can be postponed to the Nov 17 mtg. If so let me know if you need anything else from me.

Thanks,
John

*postpose all
to Dec 1 2015*



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the City Council of the City of Haverhill authorizes the Purchasing Department to proceed with the final disposition of the following list of surplus equipment, plus all system appurtenances.

Wastewater Department: 2 Centrifuge, Westfalia, Model #CA755, 1995, Condition-poor
CDBG Department:

Calculators (3)

- Monroe Calculator 4130 Serial No. 7914512 (poor condition)
- Monroe Calculator 7130 Serial No. AN10606 (poor condition)
- Texas Instrument Printer Display T1-5033SV Serial No. T-0998B w/ book (fair condition)

Typewriters (4)

- IBM Selection II Blue Typewriter, Serial #6895160 (poor condition)
- Swintec 7000 Typewriter, Serial #94300593 (fair condition)
- Swintec 7000 Typewriter, Serial #OX305934 (fair condition)
- Nakajima AE720 Typewriter, Serial #4330415OU (poor condition)

Towers/Computers (3)

- 309-23 Plex Writer 48/2A/48A Serial No. 2092 (poor condition) (Andrew)
- 447BX91 (poor condition) (Mike)
- Dell Tower (poor condition) (Room 310)

Monitors (2)

- Black Model #FPD1730, Serial #7004-313 (poor condition) (Room 310)
- Black Model #T88OKYGNKAAIN, Serial #8541711835 (poor condition) (Room 310)

Printers (4)

- HP LaserJet Printer, Serial #2043 (poor condition) (Room 310)
- HP LaserJet Printer, Serial #2044 (poor condition) (Room 310)
- HP DeskJet Printer, Serial #1559 (poor condition) (Room 310)
- HP Color Jet Printer, Equipment #UM964-R2D2 (poor condition)

Scanners (1)

- Scanner Action System (Hewlett Packard Scan Jet Series 6300C)

Fax Machine (1)

- Kyccara Fax Machine 2004, Serial #AFF4004743 (poor condition) (Room 310)



JAMES J. FIORENTINI
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

November 25, 2015

City Council President John A. Michitson and
Members of the Haverhill City Council

RE: Surplus Equipment

Dear Mr. President and Members of the Haverhill City Council:

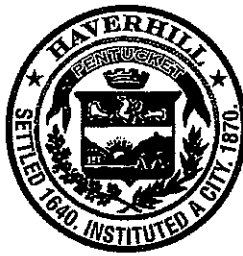
Enclosed, please find an order to proceed with the final disposition of equipment from the
Wastewater Department and the CDBG Department.

I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/ah



WILLIAM PILLSBURY, JR., DIRECTOR
TELEPHONE: 978-374-2344 V/TDD
FAX: 978-374-2332

**CITY OF HAVERHILL
COMMUNITY DEVELOPMENT**

CITY HALL, ROOM 309
FOUR SUMMER STREET
HAVERHILL, MA 01830-5843

November 16, 2015

Mr. Orlando Pacheco
Chief Procurement Officer
City of Haverhill
City Hall, 4 Summer Street
Room 105
Haverhill, MA 01830

Dear Mr. Pacheco:

The Community Development Department has towers/computers, monitors, printers and a fax machine that we would like to surplus. They are the following:

Towers/Computers

- 309-23 Plex Writer 48/2A/48A Serial No. 2092 (poor condition) (andrew)
- 447BX91 (poor condition) (mike)
- Dell Tower (poor condition) (Room 310)

Monitors

- Black Model #FPD1730, Serial #7004-313 (poor condition) (Room 310)
- Black Model #T88OKYGNKAAIN, Serial #8541711835 (poor condition) (Room 310)

Printers

- HP LaserJet Printer, Serial #2043 (poor condition) (Room 310)
- HP LaserJet Printer, Serial #2044 (poor condition) (Room 310)
- HP DeskJet Printer, Serial #1559 (poor condition) (Room 310)



WILLIAM PILLSBURY, JR., DIRECTOR
TELEPHONE: 978-374-2344 V/TDD
FAX: 978-374-2332

**CITY OF HAVERHILL
COMMUNITY DEVELOPMENT**

CITY HALL, ROOM 309
FOUR SUMMER STREET
HAVERHILL, MA 01830-5843

November 10, 2015

Mr. Orlando Pacheco
Chief Procurement Officer
City of Haverhill
City Hall, 4 Summer Street
Room 105
Haverhill, MA 01830

Dear Mr. Pacheco:

The Community Development Department has four (4) typewriters and an HP color jet printer that we would like to surplus. They are the following:

- IBM Selection II Blue Typewriter, Serial #6895160 (poor condition)
- Swintec 7000 Typewriter, Serial #94300593 (fair condition)
- Swintec 7000 Typewriter, Serial #OX305934 (fair condition)
- Nakajima AE720 Typewriter, Serial #4330415OU (poor condition)
- HP Color Jet Printer, Equipment #UM964-R2D2 (poor condition)

Thank you for your attention to this matter.

Sincerely,

Andrew K. Herlihy
Division Director

Four (4) Typewriters
One (1) Color Printer



WILLIAM PILLSBURY, JR., DIRECTOR
TELEPHONE: 978-374-2344 V/TDD
FAX: 978-374-2332

**CITY OF HAVERHILL
COMMUNITY DEVELOPMENT**

CITY HALL, ROOM 309
FOUR SUMMER STREET
HAVERHILL, MA 01830-5843

November 5, 2015

Mr. Orlando Pacheco
Chief Procurement Officer
City of Haverhill
City Hall, 4 Summer Street
Room 105
Haverhill, MA 01830

Dear Mr. Pacheco:

The Community Development Department has three (3) calculators that we would like to surplus. They are the following:

- Monroe Calculator 4130 Serial No. 7914512 (poor condition)
- Monroe Calculator 7130 Serial No. AN10606 (poor condition)
- Texas Instrument Printer Display T1-5033SV Serial No. T-0998B w/ book (fair condition)

Thank you for your attention to this matter.

Sincerely,

Andrew K. Herlihy
Division Director

Three (3) Calculators



WILLIAM PILLSBURY, JR., DIRECTOR
TELEPHONE: 978-374-2344 V/TDD
FAX: 978-374-2332

**CITY OF HAVERHILL
COMMUNITY DEVELOPMENT**

CITY HALL, ROOM 309
FOUR SUMMER STREET
HAVERHILL, MA 01830-5843

November 10, 2015

Mr. Orlando Pacheco
Chief Procurement Officer
City of Haverhill
City Hall, 4 Summer Street
Room 105
Haverhill, MA 01830

Dear Mr. Pacheco:

The Community Development Department has one (1) Scanner Action System (Hewlett Packard Scan Jet Series 6300C) that we would like to surplus. This scanner action system is in poor condition.

Thank you for your attention to this matter.

Sincerely,

Andrew K. Herlihy
Division Director

One Scanner Action System

17.2



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the Mayor be and is hereby authorized to purchase on behalf of the City of Haverhill the premises located by the Merrimack River, containing 42,500 square feet (0.98 acres), more or less, from Boston and Maine Corporation for a sum not to exceed \$125,000.00, pursuant to the attached "Purchase and Sale Agreement" which is incorporated herein. Further, the Mayor be and is hereby authorized to execute any and all other documents as required to complete said purchase and comply with all of the terms of said Purchase and Sale Agreement.

JAMES J. FIORENTINI
MAYOR



**CITY OF HAVERHILL
MASSACHUSETTS**

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
MAYOR@CITYOFHAVERHILL.COM
WWW.CI.HAVERHILL.MA.US

November 25, 2015

City Council President John A. Michitson and
Members of the Haverhill City Council

RE: P&S Agreement & Order

Dear Mr. President and Members of the Haverhill City Council:

Enclosed please find the Purchase and Sale agreement for premises located by the Merrimack River, containing 42,500s/f, more or less, from Boston and Maine Corporation – dba Pan Am Railways, for \$125,000.

This purchase will allow us to extend the Bradford Rail Trail eastward through the former Taylor-Goodwin site and gives the City control of the railroad trestle in front of the Crescent Yacht Club. This acquisition will represent a major step toward the eventual connection of the rail trail to Groveland and Georgetown and the borders to Boston trail network.

Also attached is an order to authorize me to sign the P&S agreement.

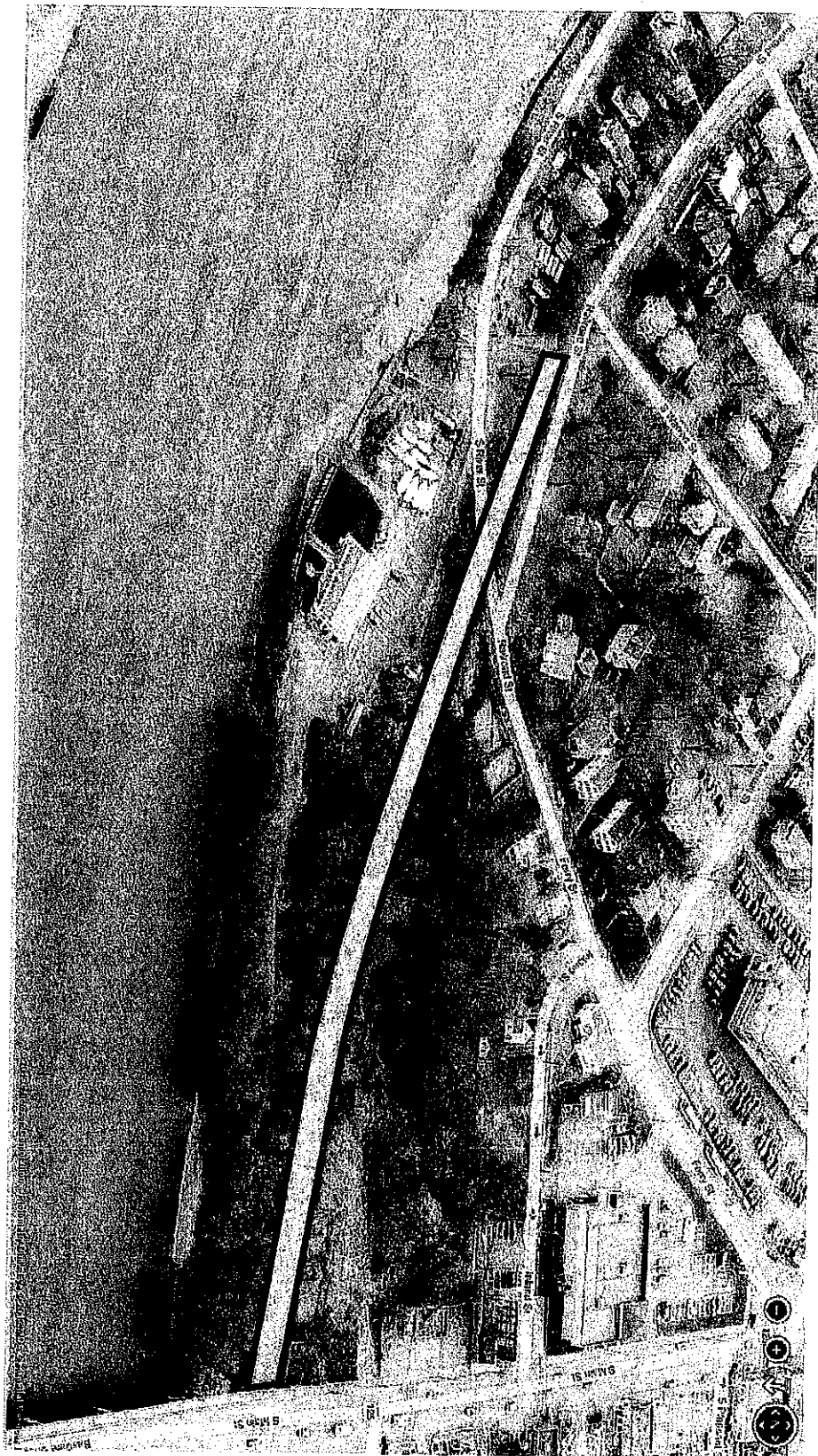
The P&S agreement and order are attached and I recommend approval.

Very truly yours,

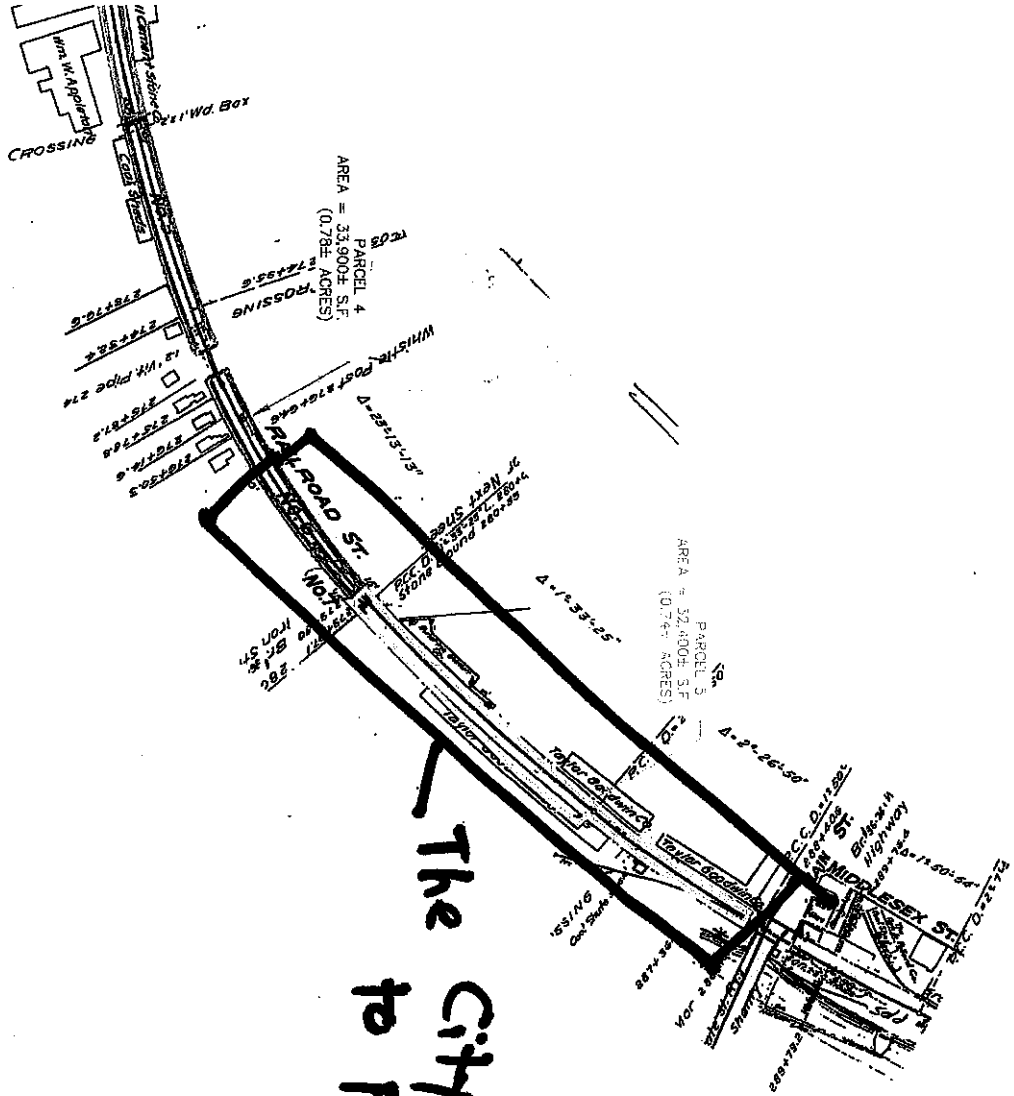
James J. Fiorentini, Mayor

JJF/ah

Aerial showing approximate area to be appraised



Groundwork Lawrence | 60 Island Street | Lawrence, MA 01840
T: (978) 974-0770 | F: (978) 974-0882 | www.groundworklawrence.org



The City is seeking
to purchase this.

TO HAVERHILL →

SP1616

BOSTON & MAINE CORPORATION			
OFFICE OF THE VICE PRESIDENT - ENGINEERING			
LAND SALE PLAN			
HAVERHILL, MA			
LINE : GEORGETOWN BRANCH			
VS2/M30A.308	VS7.5/M5	MILEPOST : VAR.	
SCALE : 1" = 200'		DATE : 2/13/13	
DRAWN BY : JMS.	CHECKED BY : O.J.L.	APPROVED BY : O.J.L.	

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT made as of this day of , 2015 by and between the **BOSTON AND MAINE CORPORATION**, a Delaware corporation with a place of business at Iron Horse Park, North Billerica, Massachusetts (the "Seller") and the party hereinafter identified in Paragraph 1(b) (the "Buyer").

WITNESSETH:

1. The following terms shall have the meanings specified whenever used in this Agreement:

(a) **SELLER:**

Boston and Maine Corporation
c/o Pan Am Systems, Inc.
1700 Iron Horse Park
North Billerica, Massachusetts 01862
Attention: Darlene Ligor, Assistant to the Sr. Vice President - Real Estate

Send a copy of any notice to:

Boston and Maine Corporation
c/o Pan Am Systems, Inc.
1700 Iron Horse Park
North Billerica, Massachusetts 01862
Attention: Philip D. Kingman, Sr. Vice President - Real Estate

(b) **BUYER:**

City of Haverhill, Massachusetts -Office of the Mayor
ATTN: David S. Van Dam, Chief of Staff and
ATTN: Andrew Herlihy, Community Develop Director
City Hall, Room 100
Haverhill, MA 01830

Send a copy of any notice to:

(c) **PREMISES:**

A certain parcel of land located in Haverhill, Essex County, Commonwealth of Massachusetts, consisting of approximately 42,500 square feet of land.

(d) **PURCHASE PRICE:**

The agreed purchase price is One Hundred Twenty Five and 00/100 (\$125,000.00) Dollars.

(e) **DEPOSIT**

Twelve Thousand Five Hundred and 00/100 (\$12,500.00) Dollars.

(f) **CLOSING DATE:**

December 30, 2015, or the closing shall occur within five (5) days after Seller has obtained the Release from the Commonwealth of Massachusetts, Department of Transportation pursuant to M.G.L.A. 161 C Section 7.

(g) **EXHIBITS:** The following exhibits are hereby incorporated by this reference into this Agreement:

(i) Exhibit "A": A plan of the Premises entitled: "Boston and Maine Corporation, Office of the Vice President-Engineering, Land Sale Plan, Haverhill, MA, Line: Georgetown Branch, V.S. 2, Map 30A, 30B, MilePost:-, Scale 1"=200', Date: 9/14/15".
S# 1646

(ii) Exhibit "B": Deed.

(iii) Exhibit "C": Plan Specifications.

(iv) Exhibit "D": Additional Provisions.

2. **PURCHASE AND SALE.** In consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration received by each party, the Seller hereby agrees to sell and the Buyer agrees to purchase the Premises, upon the terms and conditions hereinafter set forth.

3. **TITLE.** The Premises shall be conveyed by a release deed running to the Buyer in a form substantially identical to that annexed hereto and marked Exhibit "B" (the "Deed"). The Deed shall contain no warranties or covenants of title whatsoever and shall convey all of the Seller's right, title and interest in the Premises, subject to the following:

- (a) Provisions of existing building, land use, subdivision control and zoning laws;
- (b) Such real property taxes for the then current tax year as are not yet due and payable on the Closing Date;
- (c) Any liens for municipal betterments assessed after the date of this Agreement;
- (d) Such agreements, leases, licenses, easements, restrictions and encumbrances, if any, as may appear of record, or otherwise; and
- (e) The provisions, conditions and covenants set forth in the Deed and hereby expressly incorporated by reference. The Buyer agrees to signify acceptance of such provisions, conditions and covenants contained in the Deed by executing the Deed at closing.

4. **DEED PLAN.** The Seller's obligations under this Agreement are conditioned upon the Buyer furnishing the following items to the Seller no later than ten (10) days prior to the Closing Date:

- (a) A satisfactory linen or mylar deed plan of the Premises (the "Plan") which:
 - (i) is prepared by a registered land surveyor, (ii) is suitable in all respects for recording at the local registry of deeds, (iii) contains a certification by said registered land surveyor as to the actual land area comprising the Premises, (iv) conforms to the requirements set forth in Exhibit "C", and (v) contains such other information as the Seller may reasonably require; and
- (b) A description of the Premises by metes and bounds, consistent with and referring to the Plan, which description shall be attached to and become the Exhibit "A" referred to in the Deed.

The Seller agrees to reasonably cooperate with the Buyer or the Buyer's agents to furnish the information necessary for the Buyer to complete the Plan. The Buyer agrees to indemnify the Seller to the extent permitted by law, for all loss, cost, damage and expense (including reasonable attorneys' fees and expenses) arising in any way out of the presence or activities upon the Premises by the Buyer, said registered land surveyor or the agents, servants, employees or contractors or any of them, whether such loss, cost, damage or expense is incurred by the Seller, the Buyer, said registered land surveyor, or the agents, servants, employees or contractors of the same, or by others.

5. **ADJUSTMENTS TO PURCHASE PRICE.** Water rates, rents, real estate and other property taxes and sewer charges (collectively, the "Taxes") shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by the Buyer. If the amount of Taxes is not known at the Closing Date, they shall be apportioned on the basis of the Taxes for the applicable preceding period and reapportioned as soon as verified current information can be obtained. The latter provision shall survive the delivery of the Deed.

6. **FEES, COSTS, AND TRANSFER TAXES.** The Buyer agrees to pay all recording fees and real estate transfer taxes of any description imposed on either the Buyer or Seller on account of this transaction by any government or governmental authority.

7. **CLOSING.** The Deed shall be delivered and the Purchase Price less the Deposit shall be paid by certified or bank cashier's check (and not otherwise) at Iron Horse Park, North Billerica, Massachusetts at 10 o'clock a.m. on the Closing Date, unless the parties otherwise agree beforehand in writing. It is agreed that time is of the essence in all respects to this transaction.

8. **POSSESSION.** The Seller shall deliver possession of the Premises to the Buyer on the Closing Date, subject only to the provisions of Paragraph 3 hereof, the Premises then being in the same condition as they now are, reasonable wear and tear excepted.

9. **SELLER'S DEFAULT.** In the event that the Seller is unable to give title or make conveyance of the Premises to the Buyer in accordance with the terms of this Agreement for any reason, then any payments made by the Buyer shall be refunded, the obligations of the parties shall cease, this Agreement shall be void and neither party shall have further recourse against the other.

10. **REMOVAL OF ENCUMBRANCES.** The Seller may use the Purchase Price paid by the Buyer at the time of the delivery of the Deed, or any portion thereof, to clear the title of any mortgage or other title encumbrance not in accordance with the terms hereof, provided that any instrument so procured is recorded as soon as reasonably practical after the delivery of the Deed.

11. **ACCEPTANCE OF DEED.** The Buyer's acceptance of the Deed shall be deemed to be a full performance and discharge of every agreement or obligation of the Seller herein contained, except for such as are, by the terms hereof, to be performed after the delivery of the Deed.

12. **BROKER.** The parties represent and warrant to each other that neither has dealt with any broker in respect to this transaction or the Premises. The Buyer and Seller each agree to indemnify and hold harmless the other party from and against all other claims for brokerage or commission on account of this transaction.

13. **DEPOSIT.** The Deposit shall be held by the Seller subject to the terms of this Agreement and shall be duly accounted for at the time of delivery of the Deed. The parties agree that the Deposit shall not bear interest.

14. **WARRANTIES.** The Buyer acknowledges that the Buyer has not been induced to enter into this Agreement, and the transaction contemplated herein, in reliance upon any warranties or representations of any party not set forth herein. The Buyer hereby expressly waives any claims against the Seller for any matters of public record or matters which a physical inspection of the Premises would reveal. This paragraph shall survive the delivery of the Deed.

15. **BUYER'S DEFAULT.** In the event the Buyer fails to fulfill any one or more of the Buyer's performances under this Agreement, the Seller shall retain the Deposit as liquidated damages. The parties expressly acknowledge that the Seller's damages owing to the Buyer's default hereunder are difficult to ascertain and agree that the Deposit represents a reasonable estimate of the Seller's damages. This shall be Seller's sole and exclusive remedy at law or in equity.

16. **APPROVALS, RELEASES.** The Seller's obligations under this Agreement are conditioned upon the Seller obtaining any necessary releases, approvals or permits relating to the sale of the Premises by the Seller from any state or federal government or governmental authority having jurisdiction over the Premises, including but not limited to M.G.L.A. 161 C Section 7. The Seller agrees to proceed with reasonable diligence to obtain any such approvals. In no event, however, shall the Seller be required to obtain subdivision approval from any governmental authority. If subdivision approval is required by applicable law, the Buyer shall obtain it or shall indemnify the Seller from all loss, cost, damage, and expense arising in any way out of the conveyance of the Premises without first having obtained the same. In the event that the Commonwealth of Massachusetts or its designee exercise the option to purchase pursuant to M.G.L. A. 161c Section 7 by accepting in writing the offer tendered by the Railroad pursuant to M.G.L.A 161 c Section 7 within ninety (90) days of the date the offer is made to the Commonwealth, this Agreement becomes null and void and all deposits paid by the Buyer shall be refunded, and the parties shall have no further recourse hereto.

17. **HAZARDOUS WASTE.** The Buyer hereby acknowledges that the Buyer is purchasing the Premises "as is", "with all faults" and subject to the possible existence of hazardous materials, petroleum products and/or other pollutants regulated by law. Notwithstanding the foregoing, the Buyer, for itself, its successors, assigns and grantees hereby irrevocably waives, gives up and renounces any and all claims or causes of action against the Seller in respect of any claims, suits, and/or enforcement actions, including any administrative or judicial proceedings and any remedial, removal, or response actions ever asserted, threatened, instituted, or requested by any person (including any government agency) on account of: (a) any release of oil or hazardous materials (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601, et seq.) or any applicable state law) on, upon, or into the Premises; and (b) any and all damage to real or personal property, natural resources, and/or harm to persons alleged to have resulted from such release of such oil hazardous materials upon the Premises. This provision shall survive the delivery of the deed.

18. **NOTICES.** Any notice or other communication in connection with this Agreement shall be deemed given when received (or upon attempted delivery if delivery is not accepted). Such notices shall be in writing and delivered by hand or sent either (a) by registered or certified mail (return receipt requested) with the United States Postal Service; or (b) by Federal Express or other similar overnight mail carrier furnishing evidence of receipt to the sender, at the address set forth in paragraph 1 of this Agreement. Either party may change the address at which notices are to be received by notice given as set forth above.

19. **CONFIDENTIALITY.** The Buyer agrees and acknowledges that information (herein defined) concerning the Premises obtained by the Buyer in connection with the transaction contemplated in this Agreement (the "Transaction") is unique and confidential to the Seller. If the Transaction does not take place, for any reason whatsoever (including, but not limited to, breach of this Agreement by either party), the Buyer agrees, in addition to the provisions of paragraph 15 hereof, to turn over to the Seller all (i) plans, (ii) surveys, , (iii) reports, (iv) site assessment and environmental reports of any description, (v) soil, vegetation, water, air and other samplings collected at the Premises, and the fruits of any research, testing, experimentation or study conducted with the same, and (vi) all plans or other information or documents furnished by the Seller to the Buyer (collectively, the "Information"). However, the Seller recognizes and agrees, as this transaction involves a local governmental body, all information acquired by the Buyer hereunder may constitute public record, Public Record Law, G.L. c.4, Section 7(26). Notwithstanding the foregoing, Seller acknowledges and agrees that Buyer, by complying with this requirement, makes no representation or warranty, as to the accuracy of the information or materials provided to Seller or the completeness thereof, and further agrees that it's use of or reliance on such information shall be at Seller's sole risk.

20. **RECORDING.** The parties agree that neither this Agreement nor any memorandum thereof shall be recorded at the registry of deeds and that any such recording by the Buyer shall constitute a default by Buyer.

21. **AUTHORITY OF SIGNATORY.** If the Buyer executes this Agreement by agent or representative, such agent or representative hereby warrants and represents to the Seller that he is authorized to execute, acknowledge and deliver this Agreement on behalf of the Buyer and to thereby bind the Buyer to the same. This warranty shall survive the delivery of the Deed.

22. **ASSIGNMENT.** The Buyer may not assign this Agreement, or any interest herein, without the prior written consent of the Seller, which consent shall not be unreasonably withheld.

23. **SEVERABILITY.** If any term of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent be deemed invalid or unenforceable, the remainder of this Agreement and the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected.

24. **NO WAIVER.** No delay or omission on the part of the Seller in exercising its rights under this Agreement shall constitute a waiver of such right or any other right under this Agreement. Also, no waiver of any such right on one occasion shall be construed as a waiver of it on any other occasion.

25. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state wherein the Premises lie.

26. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, supersedes all prior oral or written offers, negotiations, agreements, understandings and courses of dealing between the parties relating to the subject matter hereof and is subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may only be modified or amended by a writing which states that it modifies or amends this Agreement and which is signed by all parties.

27. **SECTION HEADINGS.** The section headings contained in the Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

28. **MISCELLANEOUS.** This Agreement shall take effect as a sealed instrument and be binding upon and inure to the benefit of the parties and their respective successors, heirs, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two counterparts, effective as of the day and year first above written.

SELLER:
BOSTON AND MAINE CORPORATION

Witness

By: _____
David A. Fink, President

Approved for execution
by the Boston and Maine Corporation.

BUYER:
CITY OF HAVERHILL, MA

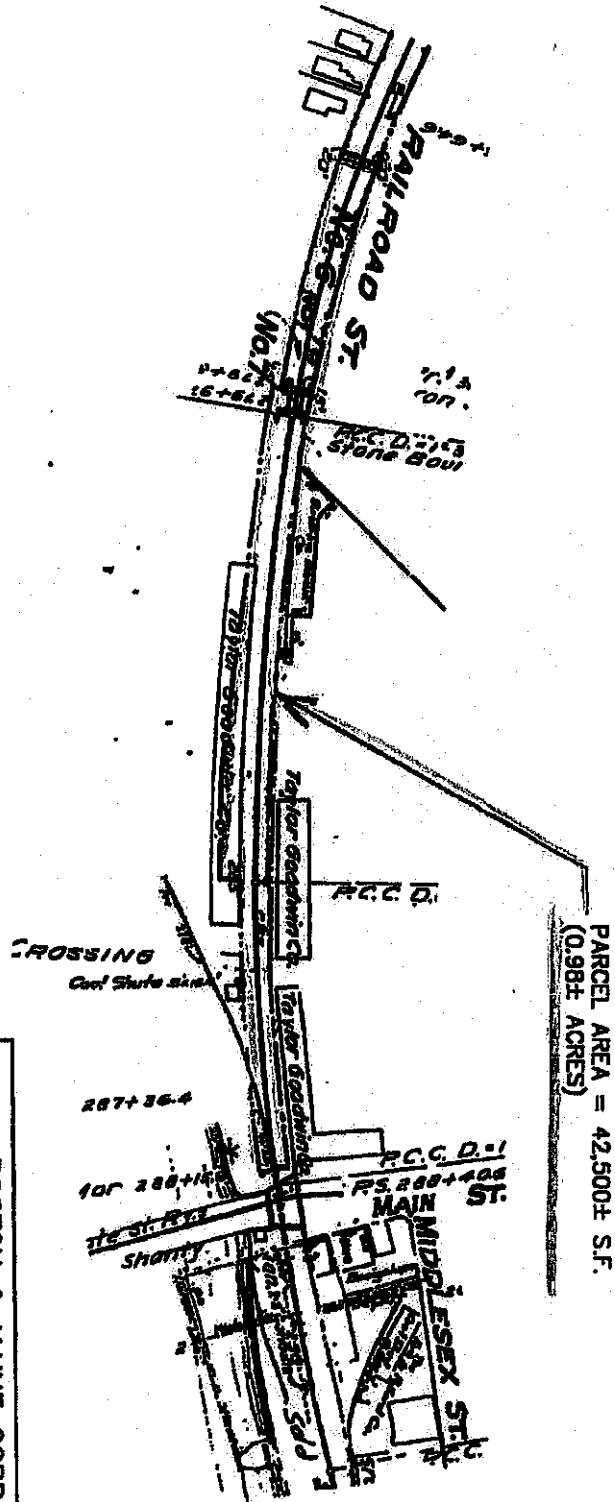
Witness

By: _____
James J. Fiorentini, Mayor

EXHIBIT "A"

TO GEORGETOWN

TO HAVERHILL



S#1678

BOSTON & MAINE CORPORATION			
OFFICE OF THE VICE PRESIDENT - ENGINEERING			
LAND SALE PLAN			
HAVERHILL, MA			
LINE : GEORGETOWN BRANCH			
V.S. 2	MAPS 30A, 30B	MILEPOST :	
SCALE : 1" = 200'		DATE : 9/14/15	
DRAWN BY :	M.S.	CHECKED BY :	Q.J.L.
		APPROVED BY :	Q.J.L.

DRAFT

EXHIBIT B

RELEASE DEED

The **BOSTON AND MAINE CORPORATION**, a corporation duly organized and existing under the laws of the State of Delaware, with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts (the "Grantor") in consideration of (\$) Dollars paid to it by (the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, bridges, structures, crossings, fixtures and improvements thereon, if any, situated in (the "Premises") described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF BY THIS REFERENCE.**

This conveyance is subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise, over any remaining land or location of the Grantor except as provided herein.
2. ~~The Grantor hereby reserves a permanent, exclusive right of way and easement in, on, over, under, across and through the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system or other system for transmission of intelligence or information by any means, whether now existing or hereafter devised, including such poles, pipes, wires, fibers, fiber optic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (the "Telecommunications Easement"). The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement. The Grantee hereby covenants with the Grantor to recognize the Telecommunications Easement and, without the payment of any further consideration, to execute, acknowledge and deliver such instruments suitable for recording with the registry of deeds as the Grantor may reasonably require to acknowledge title to the Telecommunications Easement in the Grantor. The Grantor covenants to reasonably repair and restore the surface of the easement area after any work.~~

3. The Grantor excepts from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast) and/or related equipment of any description located in whole or in part within the Premises (the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February and March shall not be included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.
4. The Grantor excepts from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to go upon the Premises and remove them within ninety (90) days from the date of delivery of this deed.
5. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.
6. By the acceptance of this deed and as part consideration therefore, the Grantee agrees to irrevocably waive, give up and renounce any and all claims or causes of action against the Grantor in respect of claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances.
7. ~~By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to build and forever maintain fences (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or location of the Grantor (the "Fences"), if Fences are ever required in the sole and reasonable opinion of said~~

DRAFT

Principal Engineering Officer.

8. ~~This conveyance is subject to the following restriction for the benefit of other land or location of the Grantor, to wit: that from the date of delivery of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.~~
9. ~~By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of the foregoing covenant.~~
10. ~~The Grantor excepts from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor's use of any such facilities in their present locations and entry upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.~~
11. Whenever used in this deed, the term "Grantor" shall not only refer to the **BOSTON AND MAINE CORPORATION**, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case maybe.
12. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.

DRAFT

IN WITNESS WHEREOF, the said **BOSTON AND MAINE CORPORATION** has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its President, thereunto duly authorized this ____ day of _____, 2015.

GRANTOR:
BOSTON AND MAINE CORPORATION

Witness

By: _____
David A. Fink, President

DRAFT

GRANTEE:
CITY OF HAVERHILL, MASSACHUSETTS

Witness

By: _____

DRAFT

DRAFT

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this _____ day of _____, 2015, before me, the undersigned notary public, personally appeared David A. Fink, the President of the **BOSTON AND MAINE CORPORATION** as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public: _____

My Commission Expires: _____

DRAFT

COMMONWEALTH OF MASSACHUSETTS

Essex, ss

On this _____ day of _____, 2015, before me, the undersigned notary public, personally appeared _____, the Mayor of the City of Haverhill, MA, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public: _____

My Commission Expires: _____

DRAFT

EXHIBIT "C"

Two Pages

Engineering Department Minimum Requirements for Deed Plans

1. Title Block shall be similar to the attached sample and located in the bottom right corner of plan.
2. Plan is to include metes and bounds. Physical features. Railroad baseline and engineering stations for the extremities of the parcel to be conveyed, culverts and street locations.
3. Railroad's file number (to be assigned) is to appear in the top right and bottom left corners of plan.
4. Registered land Surveyor's seal and signature must appear on plan.
5. Plan is to meet all requirements of and be acceptable for recording by the appropriate Registry of Deeds.
6. Parcel distance from centerline of location of track must be indicated.
7. No reference to "Railroad" shall appear on plan. The term Boston and Maine Corporation shall be used.
8. Plan to include the tax map and parcel number of area to be conveyed.
9. Two (2) copies of proposed plans shall be submitted for review prior to sending original.
10. Recordable original tracing and linen or mylar duplicate thereof are to be furnished this office. The original tracing will be forwarded to the Real Estate Department at the time of Closing. The duplicate will be retained in the Railroad's permanent files.

All correspondence regarding the particulars of the plan should be addressed to:

Michael Sullivan
Pan Am Railways
1700 Iron Horse Park
North Billerica, MA 01862-1681
(978) 663-1118
Fax (978) 663-1199

SAMPLE TITLE BLOCK

LAND IN

WHEREVER, MA

BOSTON AND MAINE CORPORATION

TO

WHATEVER CORPORATION CO. INC.

SCALE; 1" = 40'

DATE: JANUARY 2, 2014

EXHIBIT "D"

Additional Provisions

29. The Buyer's performance hereunder is subject to the title to the Premises being good, clear record and marketable time subject only to those easements, encumbrances and restrictions that do not materially interfere with the Buyer's use of the Premises and/or materially increase the cost of constructing a rail trail thereof. The Buyer shall have until December 14, 2015 to examine the title to the Premises to determine if it complies with the provisions hereof. If the Buyer deems the title to the Premises to be insufficient and notifies the Seller in writing of such on or before the December 14, 2015 date, then all deposits shall be refunded herewith. In the event the Buyer fails to notify the Seller of any title defect existing on or before the December 14, 2015 date, the Buyer shall be conclusively deemed to have waived any objects to the title based upon such defect.

30. **HAZARDOUS WASTE:** The Buyer's performance hereunder is subject to the Premises being free of hazardous materials and/or other pollutants regulated by law ("Pollutants") whose cleanup costs exceed the dollar level herein below specified. The Buyer may, at its own expense, promptly request a consultant's report Phase I ("Report") concerning the presence of Pollutants on the Premises from a duly qualified, certified engineer currently engaged in the business of rendering such reports ("Consultant"). The Report shall be completed on or before December 14, 2015. The Buyer may terminate this Agreement and receive a refund of the Deposit by causing the Consultant to certify to the Seller in writing on or before December 14, 2015 that (i) the Premises are contaminated by Pollutants and including therewith a description of the nature, quantity and location thereof on the Premises, and (ii) the cost of cleanup of the Pollutants, using methods of removal and/or remediation to be described therewith in reasonable detail, shall exceed the sum of Twelve Thousand Five Hundred and 00/100 (\$12,500.00) Dollars. If Buyer does not so terminate this Agreement, Buyer shall be deemed to have waived all objections to the condition of the Premises, including hazardous waste, oil or other contaminated material existing on the date of completion of Buyer's inspection. In no event shall the Premises be deemed contaminated with Pollutants if the cost of removal and/or remediation are less than Twelve Thousand Five Hundred and 00/100 (\$12,500.00) Dollars. Upon certification from the Consultant as hereinabove provided, and in reliance thereupon, the Seller shall refund any deposits paid and this Agreement shall be null and void.



DOCUMENT 77-D

CITY OF HAVERHILL

In Municipal Council October 27 2015

ORDERED:

MUNICIPAL ORDINANCE

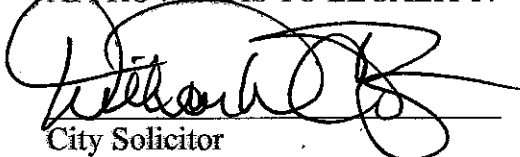
CHAPTER 240

AN ORDINANCE RELATING TO VEHICLES AND TRAFFIC

BE IT ORDAINED by the City Council of the City of Haverhill that the Code of the City of Haverhill, Chapter 240, as amended, be further amended by adding the following to § 240-92 Schedule I: Mandatory Turns:

Location	Controlling Traffic	Mandatory Turns
South Main Street to Salem Street	Northbound to Salem Street eastbound	Right
South Main Street to Salem Street	Southbound to Salem Street eastbound	Left
Salem Street to South Main Street	Westbound to South Main Street northbound	Right

APPROVED AS TO LEGALITY:


City Solicitor

PLACED ON FILE for at least 10 days

Attest:

City Clerk

IN CITY COUNCIL: November 10 2015

POSTPONED TO DECEMBER 1 2015

Attest:

City Clerk



Haverhill

Engineering Department, Room 300
Tel: 978-374-2335 Fax: 978-373-8475
John H. Pettis III, P.E. - City Engineer
JPettis@CityOfHaverhill.com

October 20, 2015

**MEMO TO: CITY COUNCIL PRESIDENT JOHN MICHITSON AND
MEMBERS OF THE CITY COUNCIL**

**Subject: *South Main Street & Salem Street Intersection – Ordinance
for Mandatory Turns***

Earlier this year I sent request to *MassDOT* to amend the Traffic Control Agreement the City signed with them regarding the South Main Street reconstruction project. Specifically, I requested changes were detailed as follows:

1. At the intersection of South Main Street and Salem Street, for traffic heading westbound on Salem Street there are two lanes heading into the intersection. The left lane is currently designated as left turn only, while the right lane is designated for straight-thru and right turn. We hereby request that the designations be changed to left turn and straight-thru for the left lane and right turn only for the right lane. Note that I discussed the current design with our project design consultant, and was told that the current design was based on numbers that only marginally favored that design over the requested modification. Note also that the requested designation matches the operation prior to the recently completed project.
2. At the intersection of South Main Street and Salem Street, for traffic heading northbound on South Main Street there are two lanes heading into the intersection. The left lane is designated for left turn or straight-thru and the right lane is designated for straight-thru or right turn. We hereby request that the designation for the right lane be changed to right turn only. Just north of the intersection is South Green Street, and the current design is causing conflicts for traffic coming from the left lane and wanting to turn right onto South Green Street. Beyond a few businesses and residences on South Green Street, South Green Street also leads to South Chestnut Street, where there is a preschool and therefore heavy drop off and pickup traffic. Note also that the requested designation matches the operation prior to the recently completed project.

Note each of the requested changes had been discussed and recommended by Traffic & Safety prior to my letter to *MassDOT*.



Haverhill

Engineering Department, Room 300
Tel: 978-374-2335 Fax: 978-373-8475
John H. Pettis III, P.E. - City Engineer
JPettis@CityOfHaverhill.com

Today I received a letter, dated October 13th, approving this request (see attached). Also attached is the proposed Ordinance to legally make this change.

Please contact me if you have any questions.

Sincerely,

John H. Pettis III, P.E.
City Engineer

C: Mayor Fiorentini, Stankovich, Ward, Cox



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Thomas J. Tinlin, Administrator



October 13, 2015

John H. Pettis III, P.E.
City Engineer
City of Haverhill
Haverhill Engineering Department, Room 214
4 Summer Street
Haverhill, MA 01830-5885

RECEIVED
OCT 20 2015

OFFICE OF CITY ENGINEER
Haverhill, MA

RE: Route 125/Salem Street Traffic Control Agreement Modification

Dear Mr. Pettis:

This is in response to your letter dated March 23, 2015 in which you requested permission to amend Traffic Control Agreement (TCA) 70072 that covers the Route 125 Reconstruction Project in Haverhill (Project No. 600214), for modifications to the roadway lane designations at the intersection of South Main Street (Route 125) and Salem Street. These modifications include providing a shared left turn-thru lane with a right turn only lane for traffic heading westbound on Salem Street, and a northbound shared left turn-thru lane with a right turn only lane on South Main Street.

MassDOT District 4 approves the lane designation changes at the Salem Street westbound and South Main Street northbound approaches to this intersection. We will recommend the Specific Provisions (Sections F and G) of the TCA be modified by our Boston office. An amended TCA will be forwarded under separate cover to the City for signature. Please update the City's regulations accordingly prior to modifying the pavement markings and signage.

Should you have any further question on the matter, please contact the District Traffic Operations Engineer John Gregg, P.E. at 781-641-8485.

Sincerely,

Paul D. Stedman
District Highway Director

SLT/st

cc: R. Wilson, Boston Traffic, file

519 Appleton Street, Arlington, MA 02476
Tel: 781-641-8300, Fax: 781-646-5115
www.mass.gov/massdot

183

Linda Koutoulas

From: John Pettis <jpettis@cityofhaverhill.com>
Sent: Thursday, November 05, 2015 1:27 PM
To: Linda Koutoulas; 'mbevilacqua@cityofhaverhill.com'; John Michitson
(michitson@mitre.org)
Subject: Council Mtg

I think I have couple items scheduled for the Nov 10 mtg.

- South Main St/Salem St restricted turn movements ordinances.
- Acceptance of 5 different ways.

I am looking to see if this can be postponed to the Nov 17 mtg. If so let me know if you need anything else from me.

Thanks,
John

52-N



DOCUMENT 52-N

CITY OF HAVERHILL

In Municipal Council November 10 2015

~~ORDERED~~ MUNICIPAL ORDINANCE

CHAPTER 240

An Ordinance Relating to Parking (26 Portland Street—Delete Handicap Parking)

BE IT ORDAINED by the City Council of the City of Haverhill that Article XIII, Section 240-85 Schedule B: Parking Restrictions and Prohibitions of the Haverhill City Code, as amended be further amended, by deleting the following:

LOCATION	REGULATION	HOURS/DAYS
<u>26 Portland Street</u>		
In front of No. 26 Portland Street except for 1-24 hour handicap parking space at No. 26	No Parking	24 Hours

APPROVED as to legality:

City Solicitor
William D. Cox, Jr.

PLACED ON FILE for at least 10 days

Attest:

City Clerk



18.2

Haverhill

Economic Development and Planning
Phone: 978-374-2330 Fax: 978-374-2315
wpillsbury@cityofhaverhill.com

October 28, 2015

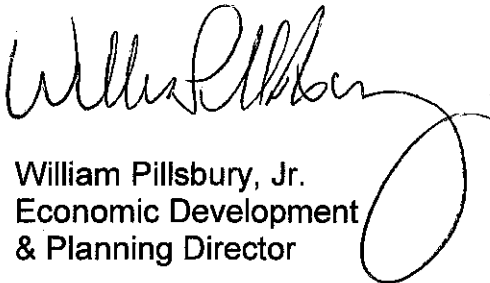
John A. Michitson, Council President
& City Council Members
City Hall—Room 204
City of Haverhill

**RE: REQUEST TO DELETE THE HANDICAP PARKING SPACE
AT 26 Portland Street**

Dear Council President Michitson & Councilors:

As per your request dated 10/28/15 and the request dated 10/22/15 from Councilor Conlin LePage I am submitting a Municipal Ordinance to remove a handicap parking space at #26 Portland Street as it is no longer needed at Number 26 Portland Street.

Sincerely,



William Pillsbury, Jr.
Economic Development
& Planning Director

WP/lw

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
ROBERT H. SCATAMACCHIA
VICE PRESIDENT
MELINDA E. BARRETT
WILLIAM J. MACEK
WILLIAM H. RYAN
THOMAS J. SULLIVAN
MARY ELLEN DALY O'BRIEN
MICHAEL S. MCGONAGLE
COLIN F. LEPAGE



CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.ci.haverhill.ma.us
citycnd@cityofhaverhill.com

CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

October 28, 2015

TO: Mr. William Pillsbury, Jr.
Planning & Economic Development Director

RE: **Delete Handicap Ordinance 26 Portland Street**

Dear Mr. Pillsbury:

At the City Council meeting held on October 27, 2015 the following item was placed on the agenda by Councillor LePage:

- Doc.#119-W - Request for removal of a handicap parking space at 26 Portland Street.

The Council would appreciate it if you would prepare the necessary ordinance and place it on the next Council agenda. Thank you for your assistance.

Sincerely,

John A. Michitson, President
Haverhill City Council

JAM/bsa

c: Mayor James J. Fiorentini
City Councillors
Police Officer Lance Powell

Name of Street Location	Regulation	Hours/Days
25 Portland Street [Added 3-15-2005 by Doc. 32; repealed 2-12-2008 by Doc. 20]		
* In front of 26 Portland Street, except for 1 24-hour handicapped parking space at No. 26 [Added 3-27-2007 by Doc. 14-E]	No parking	24 hours
In front of 77 Portland Street, except for 1 24-hour handicapped parking space at No. 77	No parking	24 hours
Easterly side of Portland Street at the rear of 200 Main Street, between utility poles 7 and 8 [Added 2-1-2005 by Doc. 13]	Loading zone	8:00 a.m. to 7:00 p.m., Monday through Saturday
1 24-hour handicapped parking space from 75 feet to 98 feet north of Winter Street, west side [Added 2-20-2007 by Doc. 14-B]	—	—
Powder House Hill Avenue [Added 8-23-1994 by Doc. 54-GG]		
A point starting 20 feet east of the Powder House going in a westerly direction to electric pole No. 455/14, south side	No parking	—
Prescott Place		
From 87 to 180 feet south of Washington Street, west side	No parking	—
Primrose Street		
From Winter Street to Charles Street, both sides	No parking	—
From Winter Street to Johns Street, east side	No parking	—
From Ringgold Street to Main Street, north side	No parking	—
From Main Street to a point 150 feet west of Main Street, both sides [Added 5-17-1994 by Doc. 12-E]	No parking	—
From 20 feet south of Lancaster Street southerly for 45 feet, west side [Added 4-30-1985 by Doc. 86]	Time limited: 15 minutes	7:00 a.m. to 7:00 p.m.
In front of No. 114 Primrose Street [Added 2-2-1999 by Doc. 24]	Time limited: 15 minutes	During business hours, Mon. through Sat.

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
ROBERT H. SCATAMACCHIA
VICE PRESIDENT
MELINDA E. BARRETT
WILLIAM J. MACEK
WILLIAM H. RYAN
THOMAS J. SULLIVAN
MARY ELLEN DALY O'BRIEN
MICHAEL S. MCGONAGLE
COLIN F. LEPAGE



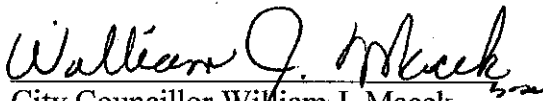
CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

19.1
CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.ci.haverhill.ma.us
citycncd@cityofhaverhill.com

November 20, 2015

Mr. President and Members of the City Council:

Councillor Macek requests a discussion relative to public safety and traffic concerns along Mill Street from Arlington Street down to the Intersection of Mill Street and Boardman Street and along Boardman Street up to Golden Hill Avenue.


City Councillor William J. Macek

CITY COUNCIL

JOHN A. MICHITSON
PRESIDENT
ROBERT H. SCATAMACCHIA
VICE PRESIDENT
MELINDA E. BARRETT
WILLIAM J. MACEK
WILLIAM H. RYAN
THOMAS J. SULLIVAN
MARY ELLEN DALY O'BRIEN
MICHAEL S. MCGONAGLE
COLIN F. LEPAGE



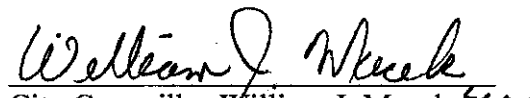
CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

1912
CITY HALL, ROOM 204
4 SUMMER STREET
TELEPHONE: 978 374-2328
FACSIMILE: 978 374-2329
www.ci.haverhill.ma.us
citycnd@cityofhaverhill.com

November 20, 2015

Mr. President and Members of the City Council:

Councillor Macek requests a discussion regarding potential changes for 2016 in the City's disposal of trash, recycling and bulk items.


City Councillor William J. Macek

CITY COUNCIL

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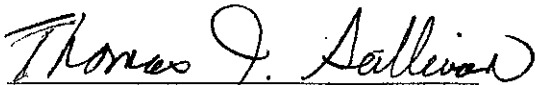
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19-3
CITY HALL, ROOM 204
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November 24, 2015

TO: Mr. President and Members of the City Council:

Councillor Thomas Sullivan requests a discussion about homelessness in Haverhill.


City Councillor Thomas J. Sullivan 632

CITY COUNCIL

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PRESIDENT

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VICE PRESIDENT

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CITY OF HAVERHILL
HAVERHILL, MASSACHUSETTS 01830-5843

19.4
CITY HALL, ROOM 204
4 SUMMER STREET
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citycndl@cityofhaverhill.com

November 24, 2015

TO: Mr. President and Members of the City Council:

Councillor Melinda Barrett requests to discuss the traffic lights on Broadway (Rte.97) near the former Regan Ford.


City Councillor Melinda Barrett

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DOCUMENTS REFERRED TO COMMITTEE STUDY

4	Communication from Councillor Macek requesting a discussion regarding the proposed Monument Square traffic divider/island.	Planning & Dev.	1/3/12
102-H	Communication from Councillor Macek requesting to propose the establishment of an Adult and Senior Fitness Park	NRPP	10/29/13
55-E	Communication from Councillor Macek – necessary repairs on the Clement Farm property leased to American Legion	NRPP	6/17/14
55-F	Communication from Councillor Daly O'Brien re: Street noise increasing on Essex St. and Washington St. area	Public Safety	6/17/14
55-U	Communication from President Michitson requesting to address comprehensive vision, plan & process – critical information for City Council to determine needs/gaps, solutions and spending priorities for Haverhill	A & F	8/19/14
55-X	Communication from Councillor Sullivan regarding a Jr. Park Ranger Sumer Program	Public Safety	8/19/14
10-U	Communication from Councillor Macek requesting to discuss trash pickup for Hales Landing Development off of Old Groveland Rd.	NRPP	4/21/15
67	Ordinance re: Peddling and Soliciting – Amend City Code, Ch. 191, Article VII Food Trucks	A & F	5/26/15
74-Q	Communication from Councillor Macek requesting discussion re: exploring various Possibilities for "Expanded Notification" processes for certain matters re: Zoning Changes And Special Permit application.	A & F	7/14/15
14-R	Communication from Councillor Macek requesting to discuss the need for taxi pick up areas.	Public Safety	7/28/15
	Discussion about future planning for sewer hook-ups	Planning & Dev.	9/22/15
11-M	Communication from Mayor Fiorentini requesting City Council join with him in investigating Of taxicab rates to see if they need to be adjusted; this matter be sent to appropriate City Council committee	A & F	10/6/15
119-M	Communication from President Michitson & Councillors Barrett and LePage requesting status of septic odor mitigation in Bradford.	Public Safety	10/20/15
	Suspension of Rules to discuss unpermitted B & B's operating in City of Haverhill	A & F	10/20/15